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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

STATE OF COLORADO, ET AL.,

Plaintiffs,

V.

U.S. DEPARTMENT OF HEALTH AND HUMAN
SERVICES, ET AL.,

Defendants.

CASE NO.

**DECLARATION OF SARAH L.
RUDMAN, MD MPH, IN SUPPORT OF
PLAINTIFFS' MOTION FOR A
TEMPORARY RESTRAINING ORDER**

1 I, Sarah L. Rudman, declare as follows:

2 1. I am a resident of the State of California. I am over the age of 18 and have
3 personal knowledge of all the facts stated herein, except to those matters stated upon information
4 and belief; as to matters stated upon information and belief, I believe them to be true. If called as
5 a witness, I could and would testify competently to the matters set forth below.

6 2. I am currently employed by the County of Santa Clara ("County") as Deputy
7 Health Officer and Director of the Infectious Disease and Response Branch of the Public Health
8 Department. In these roles, I have played a leadership role on public health issues for all of Santa
9 Clara County. I have held these positions since 2022. I previously served as Assistant Public
10 Health Officer from 2016 to 2022, working to control the spread of various diseases and on other
11 efforts to protect the health and wellbeing of residents of Santa Clara County.

12 3. Effective April 12, 2025, following the retirement of the County's current Health
13 Officer and Director of the Public Health Department, I will be the Acting Health Officer and
14 Director of the County's Public Health Department, overseeing approximately 766 employees
15 who provide a wide array of services to safeguard and promote the health of the community. I
16 also served as Acting Health Officer and Director of the County's Public Health Department from
17 2023 to 2024.

18 4. In addition to my work for the County, I currently serve as an adjunct clinical
19 assistant professor in the Infectious Disease Division of Stanford University's Department of
20 Medicine, and I previously served as a clinical assistant professor at UCSF Medical Center and as
21 a public health medical officer and epidemiologist at the California Department of Public Health
22 (CDPH).

23 5. I received a bachelor's degree from Stanford University, and my medical degree
24 from Weill Cornell School of Medicine. Following an Internship and Residency in Internal
25 Medicine at Harvard University's Brigham and Women's Hospital, I completed a fellowship in
26 infectious diseases at the University of California San Francisco (UCSF) and obtained a master's
27 degree in public health from the University of California Berkeley.

1 6. The mission of the County's Public Health Department is to protect and improve
2 the health and well-being of all 1.9 million residents in Santa Clara County. None of Santa Clara
3 County's 15 cities have a health department, so all 15 cities and all Santa Clara County residents
4 rely on the County's Public Health Department to perform essential public health functions.

5 7. The work of the Public Health Department is focused on several main areas: (1)
6 infectious disease and emergency response, (2) maternal, child, and family health, (3) healthy
7 communities, (4) environmental health, and (5) public health science, epidemiology, and
8 informatics.

9 8. In the area of infectious disease and emergency response, the Public Health
10 Department is responsible for safeguarding the public's health by preventing and controlling the
11 spread of infectious diseases and planning for and responding to public health emergencies.
12 Programs in the Department's Infectious Disease and Response Branch receive reports on more
13 than 80 different diseases and conditions; track overall trends in infectious diseases; investigate
14 individual cases of concern (e.g., measles cases); provide long term case management for certain
15 types of cases (e.g., active tuberculosis cases); provide immunizations and preventive therapy;
16 identify, investigate, and control outbreaks; and plan for and respond to public health
17 emergencies. They also ensure that all children attending school or childcare facilities in Santa
18 Clara County comply with State immunization requirements; conduct HIV and other STD testing
19 and education for vulnerable communities; distribute opioid overdose prevention kits for at-risk
20 individuals; and connect individuals to treatment for substance use disorders, HIV, tuberculosis,
21 and other diseases. To support its communicable disease control function, the Public Health
22 Department operates a public health laboratory, which serves as a local and regional resource
23 which local health providers, clinics, hospitals, and even law enforcement rely on to test and
24 identify infectious diseases, toxins, biohazards, and other substances that could pose a serious risk
25 to public health.

26 9. The Public Health Department also operates two pharmacies. One of these
27 pharmacies provides free, donated medicine to individuals who cannot afford the retail cost of
28 such drugs. The other pharmacy specializes in serving patients with HIV/AIDS, patients with

1 tuberculosis, and patients treated in the Public Health Department's STD clinic. Pharmacy staff
2 also support communicable disease control by procuring, storing, maintaining, and distributing
3 essential medications and vaccines during outbreaks; researching pharmaceutical interventions for
4 the purpose of infectious disease prevention and control; crafting protocols for streamlined
5 distribution of pharmaceutical interventions in the setting of a disease outbreak; and distributing
6 approximately 20,000 state- and federally-funded influenza vaccines, annually, to health care
7 providers in Santa Clara County to administer to low-income and elderly residents at no charge.
8 In addition, pharmacy staff support the County's emergency preparedness program should there
9 be a need for mass prophylaxis or rapid response to a chemical or bioterrorism incident.

10 10. Because Santa Clara County has one of the largest and most demographically
11 diverse populations in the country and is home to Silicon Valley, many residents travel to every
12 corner of the globe for personal or professional reasons. The volume of international travel
13 increases the risk of early introduction of unusual or emerging infectious diseases upon these
14 residents' return, such as SARS in 2003 and SARS-CoV-2 in 2020. For example, the Public
15 Health Department reported some of the earliest cases of COVID-19 and the first confirmed
16 COVID-19 death in the entire country. As a result, the County's Public Health Department is on
17 the frontlines of detecting, containing, and protecting our country from unusual diseases and
18 outbreaks. The County continues to receive new reports daily of COVID-19 cases, as well as
19 weekly reports of deaths attributable to COVID-19 among its residents, while simultaneously
20 responding in real time to reports of confirmed and suspected cases of measles, foodborne illness,
21 vector-borne diseases, and other conditions of public health importance.

22 11. The Public Health Department's Healthy Communities Branch provides county
23 residents with a wide range of direct and contracted services that reduce the risk of injury, chronic
24 disease, and other illnesses. In coordination with the Infectious Disease and Response Branch,
25 the Healthy Communities Branch assists vulnerable communities to prepare for, respond to, and
26 recover from infectious disease outbreaks and other public health emergencies. Activities include
27 health education, distribution of emergency supplies, referrals to external resources, community
28 impact assessment, and structured coordination across governmental and non-governmental

1 agencies to reduce duplication of efforts and ensure ease of access to services for vulnerable
2 populations.

3 **Health Disparities Grant**

4 12. On March 25, 2025, the County's Public Health Department received notice of a
5 grant termination from the U.S. Department of Health and Human Services, Centers for Disease
6 Control and Prevention ("CDC"), effective March 24, 2025. The total value of the terminated
7 award was \$324,642.83. The termination was "for cause" based on the purported end of the
8 COVID-19 pandemic, rather than failure of the County to follow the terms or conditions of the
9 grants. A description of the award and the effects of this termination follow.

10 13. On March 17, 2021, based on a Congressional appropriation of funding to support
11 COVID-19 response activities for populations that were at higher risk of contracting COVID-19
12 and also medically underserved, the CDC invited applications for the National Initiative to
13 Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved,
14 Including Racial and Ethnic Minority Populations and Rural Communities ("Health Disparities
15 Grant").

16 14. The CDC's notice of funding opportunity for this grant expressly cited the higher
17 risk of contracting COVID-19 among medically underserved populations, including racial and
18 ethnic minority groups and rural communities. The notice stated that because these communities
19 were disproportionately affected by COVID-19 exposure, infection, hospitalization, and
20 mortality, the Health Disparities Grant was being offered "to reduce the burden of COVID-19
21 among disproportionately affected populations."¹ To effectuate that intent, participants were to
22 work collaboratively with key partners with existing community or social service delivery
23 programs for racial and ethnic minority groups or people living in rural communities. Funded
24 participants were required to implement "a coordinated and holistic approach that builds on
25 culturally, linguistically, and locally tailored strategies and best practices to reduce COVID-19

26
27 ¹ See Centers for Disease Control and Prevention, National Initiative to Address COVID-
28 19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and
Ethnic Minority Populations and Rural Communities, CDC-RFA-OT21-2103-Full
Announcement (May 3, 2021), available at <https://www.grants.gov/search-results-detail/332034>.

1 risk” in order to build and sustain trust, ensure equitable access to COVID-19 related services,
2 and advance health equity to address COVID-19 related health disparities among populations that
3 were at higher risk, underserved, and disproportionately affected.

4 15. As set out in its grant proposal, the County intended to use the Health Disparities
5 Grant to address COVID-19 disparities in geographic areas and populations most impacted by
6 COVID-19. The County’s Healthy Communities Branch established the COVID-19 Community
7 Engagement Program to support trusted community-based organizations offering linguistically
8 and culturally appropriate COVID-19 testing and vaccination services in under-vaccinated and
9 disproportionately impacted communities; provide education and outreach to the most impacted
10 communities; and establish resiliency and resource hubs to provide support services to families
11 during the pandemic and beyond. This program also supported the development of a robust
12 workforce equipped with skills and resources to quickly mobilize and address community needs
13 in the event of future emergencies.

14 16. On May 28, 2021, the County was awarded the Health Disparities grant in the
15 amount of \$5,727,874.00 for the period of June 1, 2021 through May 31, 2023. A true and
16 correct copy of the Notice of Award and its attachments is attached as Exhibit A. The County
17 subsequently received extensions of the Health Disparities Grant performance period, bringing
18 the grant’s end date to May 31, 2025. On January 30, 2025, the Public Health Department
19 applied for another 12-month extension to extend the Health Disparities Grant until May 31,
20 2026. The amendment for the extension was listed on the CDC’s grant portal as “(Amendment)
21 Approved (Processing)” when the County received notification that the grant was terminated.

22 17. Since the grant award in June 2021, the County has used the Health Disparities
23 Grant funds in a manner fully consistent with the CDC’s statements regarding the nature of the
24 grant and the County’s grant application. There were three strategies that the County enacted
25 using Health Disparities Grant funds, as described by the County in its grant application and
26 approved by the CDC: (1) build, leverage, and expand infrastructure support for COVID-19
27 prevention and control among populations that are at higher risk and underserved; (2) mobilize
28 partners and collaborators to advance health equity and address social determinants of health as

1 they relate to COVID-19 health disparities among populations at higher risk and that are
2 underserved; and (3) establish resource hubs within communities for trusted information,
3 resources, and capacity to support future responses to emergencies. The County Public Health
4 Department utilized 75% of the grant funding by contracting with nine community-based
5 organizations and community clinics to work with the COVID-19 Community Engagement
6 Program to meet grant deliverables. These key partners use culturally, linguistically, and locally
7 tailored strategies to address health disparities for historically disadvantaged populations.

8 18. Prior to the grant award termination on March 25, 2025, the CDC has never
9 provided the County with notice, written or otherwise, that the work performed by the County
10 funded by the grant was in any way unsatisfactory. In its feedback on the County's last quarterly
11 report for the Health Disparities Grant, the CDC stated on March 11, 2025: "The recipient
12 [County] has made satisfactory programmatic progress. The recipient is on target to meet project
13 goals, objectives, and timelines. The recipient has proposed reasonable plans and activities to
14 overcome barriers and challenges and have a high probability in meeting performance measures.
15 No recommendations noted for improvement."

16 19. On March 25, 2025, without any prior notice or indication, Public Health
17 Department staff received notice on the CDC's grant portal, Grant Solutions, that the Health
18 Disparities Grant was terminated, effective March 24, 2025. A true and correct copy of the
19 termination notice from the grant portal is attached as Exhibit B.

20 20. The termination notice on the grant portal explained that termination of the award
21 is "for cause." The notice went on to state, "The end of the pandemic provides cause to terminate
22 COVID-related grants and cooperative agreements. These grants and cooperative agreements
23 were issued for a limited purpose: to ameliorate the effects of the pandemic. Now that the
24 pandemic is over, the grants and cooperative agreements are no longer necessary as their limited
25 purpose has run out." The notice did not include any information regarding appeal rights or
26 processes.

27 21. On March 26, 2025, the CDC's support team for the Health Disparities Grant
28 informed the County's Public Health Department via an email that, effective immediately, the

1 National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk
2 and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities
3 Grant was being terminated. A true and correct copy of the email termination notice is attached
4 as Exhibit C.

5 22. The email notification from the CDC was unusual. It did not indicate that there
6 were any problems with the County's performance or compliance with grant terms and did not
7 include any information regarding appeal rights or processes. In addition, it recognized that the
8 County might have additional questions but stated that the Health Disparities Grant support team
9 was "awaiting additional guidance from the Office of Grant Services."

10 23. The County relied and acted upon its expectation and understanding that the CDC
11 would fulfill its commitment to provide Health Disparities Grant funding it had awarded to the
12 County. The remaining \$324,642.83 of the award was budgeted to fund one position, purchase
13 essential supplies, continue emergency preparedness trainings, and expand partnerships with the
14 Vietnamese American community. A portion of the funding was budgeted to fund one program
15 manager position. This position supervises two staff within the Community Resilience Program,
16 oversees several federal grants, and works daily with internal and external partners to strengthen
17 community resiliency hubs within the County that support COVID-19 pandemic recovery and
18 preparedness for future public health emergencies. The lack of the Health Disparities funding
19 now jeopardizes the County's ability to sustain this position and its work.

20 24. In addition, approximately \$9,000 was earmarked for purchasing necessary
21 supplies for the Story Road Hub Resource Fair outreach efforts, which provide underserved
22 neighborhoods in East San José with access to no-cost vaccinations, food box distribution, and
23 health screenings, as well as help accessing critical services such as health coverage and
24 behavioral health care. The loss of the funding for supplies will now force the County to seek
25 other sources of revenue to cover the expenses or forego purchases, which would reduce use of
26 the Story Road Hub, decrease access to resources for county residents, increase residents'
27 vulnerability to future public health emergencies, and impair the County Public Health
28 Department's efforts to build trust with the East San José community.

1 25. Additional Health Disparities Grant funding was earmarked to enhance emergency
2 preparedness trainings and expand partnerships with the County's large Vietnamese American
3 community, which has historically experienced higher rates of COVID-19 and other diseases and
4 higher rates of poverty and overcrowding, which further increase risk of harm during public
5 health emergencies. The loss of the Health Disparities grant funding will negatively impact the
6 Vietnamese American community's knowledge and awareness of how to prepare for and respond
7 to future public health emergencies such as infectious disease outbreaks or extreme weather
8 events.

9 26. The particularly sudden loss of the funding in advance of the anticipated grant
10 termination date of May 31, 2026 may impact other aspects of County public health efforts by
11 forcing the County to redirect County General Fund and other revenues to pay for expenses
12 assumed to be covered by the Health Disparities Grant. These expenses include the salary,
13 benefits, and any separation costs of the affected staff position. This redirection of other
14 resources may jeopardize other safety net services offered by the County such as its indigent
15 health services, social services, or law enforcement and justice-related services.

16 27. In addition, the unusually short period of 30 days in which the County has been
17 instructed to close out the grant is likely insufficient to complete all financial processing of
18 purchases made prior to the new grant termination date, notify contractors and receive claims for
19 work completed prior to the termination date, identify and verify costs related to personnel
20 working on the grant, and submit verified and accurate claims against the grant. Elements of
21 these fiscal processes can each typically take more than 30 days, and in combination often require
22 90 days or more to ensure payment and closeout of all expenses.

23 **ELC Enhancing Detection Expansion Grant**

24 28. The County has also been informed by CDPH that the CDC has provided notice of
25 an intention to end state funding for several grants, including the Epidemiology Laboratory
26 Capacity (ELC) Enhancing Detection Expansion grant ("ELC Expansion Grant").

27 29. The ELC Expansion Grant is a critical source of funding for the County. The
28 County was awarded \$62.2 million of the ELC Expansion Grant by CDPH for an initial grant

1 period of January 15, 2021, to July 31, 2023, and multiple grant period extensions, to support its
2 work preventing and responding to infectious disease outbreaks. Most recently, on November 9,
3 2023, CDPH notified all local Health Officers and Health Directors that the grant period was
4 being extended through July 31, 2026. Of the total grant allocation of \$62.2 million,
5 approximately \$4.2 million in grant funds have not yet been spent or have been spent but not yet
6 submitted to CDPH for payment. Approximately \$5.2 million has been submitted to CDPH for
7 reimbursement and is pending payment. A description of the award and the effects of the
8 termination of this funding follow.

9 30. On March 2, 2021, CDPH sent the County a COVID-19 ELC Enhancing Detection
10 Expansion Funding Award notice setting forth the terms and conditions of the grant award in
11 accordance with the Coronavirus Response and Relief Supplemental Appropriations Act, 2021
12 (P.L. 116-260). A true and correct copy of the corresponding COVID-19 ELC Enhancing
13 Detection Expansion Funding Award Letter, dated March 2, 2021, is attached as Exhibit D.

14 31. The County has used the ELC Expansion Grant funds in a manner fully consistent
15 with the CDC's statements regarding the nature of the grant, grant guidance provided by CDPH,
16 and the County's approved grant workplan(s). As outlined in the County's CDPH-approved
17 workplans and spend plans, the Public Health Department has used its ELC Expansion Grant to
18 hire more than 33 staff positions and purchase needed equipment and supplies critical to the
19 Public Health Department's ability to respond to and recover from the COVID-19 pandemic and
20 build the infrastructure necessary to prepare for the next pandemic or other public health
21 emergency.

22 32. For example, positions supported by this grant include disease investigators,
23 Public Health Nurses, and other experts in infectious disease control. These staff positions and
24 related contracts and supplies provide the backbone of the County's capacity in contact-tracing
25 and outbreak investigation, infection prevention in vulnerable settings like nursing homes and
26 jails, isolation and quarantine support services such as emergency housing and food delivery,
27 outreach to vulnerable populations for emergency preparedness, coordinated public information
28

1 and warning systems, and activities that support recovery from the COVID-19 pandemic and
2 other public health emergencies.

3 33. Additional ELC Expansion Grant funds have paid for laboratory staff, equipment,
4 and supplies used to perform testing for both COVID-19 and other infectious diseases of public
5 health interest, such as influenza viruses, and to acquire modern laboratory capabilities, such as
6 wastewater surveillance testing and whole genome sequencing.

7 34. Funds from this grant have also been used to hire pharmacists and support
8 warehouse and storage functions used to manage vaccine supply for both COVID-19 and other
9 diseases of public health consequence. These resources ensure vaccine supply is safely stored,
10 monitored, and distributed for timely use to prevent or respond to disease cases and outbreaks.

11 35. Additional staff hired using these funds developed and deployed a Mobile
12 Vaccination Team, which was integral early in the Covid-19 pandemic for broad and timely
13 vaccination efforts, especially in neighborhoods and other areas with reduced access to healthcare
14 and vaccine access, such as rural communities. The remaining staff from this team have
15 continued to provide field vaccination, testing, and treatment services, not only for COVID-19
16 but also cases and outbreaks of influenza, mpox, measles, and shigellosis (a life-threatening
17 diarrheal illness).

18 36. ELC Expansion Grant funds have allowed the County to hire epidemiology and
19 informatics staff, conduct advanced analyses of disease trends to assess community trends, and
20 publish real-time dashboards to ensure community awareness of risk and inform community
21 decision-making. Funds have also been used to build and sustain modern data systems, which
22 have allowed the Public Health Department to move away from outdated systems that rely on
23 faxes and manual data entry. These updated data systems require ongoing maintenance and
24 incremental changes to match evolving disease reporting requirements and new types of data,
25 keep up with technology and privacy improvements, and ensure consistent viability for use to
26 detect and respond to outbreaks of COVID-19 and other diseases.

27 37. Further grant funds have been spent in accordance with allowable uses to enhance
28 basic infrastructure in the County's Public Health Department such as grant reporting, financial

1 tracking, and administrative support staff. These staff and activities support integrated COVID-
2 19 and non-COVID-19-related work throughout the Department. The personnel, equipment and
3 supplies purchased with these funds not only assist in the mitigation of the ongoing threat from
4 COVID-19 infections but also support the Public Health Department's work detecting and
5 responding to other diseases of public health consequence, such as H5N1 bird flu, mpox, and
6 measles.

7 38. The ELC Expansion Grant was set to expire on July 31, 2026. The remaining
8 balance on the funds would have been used to continue work related to the County's COVID-19
9 response and recovery, described above.

10 39. The County has consistently met all grant guidelines, submitted all quarterly
11 Progress Reports in the manner and time outlined by CDPH guidance, and received consistent
12 positive feedback regarding its use of grant funding. The County has responded in a timely
13 manner to all requests from the CDC or CDPH for clarification of grant fund use or
14 documentation of grant activities, and the County's responses have received approval from the
15 CDC and/or CDPH.

16 40. On March 26, 2025, without any prior notice or indication, CDPH informed the
17 County and other local health departments, via email, that it had received notice from the CDC
18 that the CDC intends to end state funding for the ELC Expansion Grant, Immunization and
19 Vaccines for Children Grant, Health Disparities Grant, and Respiratory Viral Network grants
20 awarded during the COVID-19 pandemic. No basis for the funding terminations was provided.
21 A true and correct copy of this email is attached as Exhibit E.

22 41. The email notification from CDPH was highly unusual. It did not indicate that
23 there were any performance or compliance concerns or contain any information regarding appeal
24 rights or processes. In addition, the letter stated, "We are quickly gathering more information so
25 we can evaluate the potential impacts of these notifications and we will provide updates as soon
26 as possible." It is highly atypical for notices regarding federal grants that pass through CDPH to
27 the County to contain such scant information or indicate such lack of information received from
28 the CDC.

1 42. Then, on March 28, 2025, CDPH issued a letter to local health departments,
2 including the County's Public Health Department, stating that the CDC has rescinded the ELC
3 Expansion Grant, Immunization and Vaccines for Children Grant, and Health Disparities Grant,
4 among others. The letter informed local health departments that work performed after March 24,
5 2025 will not be compensated by CDPH if the federal government does not provide
6 reimbursement. The letter did not include any justification for the termination of the grant by the
7 CDC, any indication of inadequate performance of grant deliverables by either CDPH or the
8 County, nor any information regarding appeal rights or processes. A true and correct copy of this
9 letter is attached as Exhibit F.

10 43. The County relied and acted upon its expectation and understanding that CDPH
11 could and would fulfill its commitment to provide ELC Expansion Grant funding it had awarded
12 to the County. The ELC Expansion Grant was anticipated to cover the cost of 33 positions and
13 approximately \$1.5 million in subcontracts through the remainder of the fiscal year. The sudden
14 lack of ELC Expansion Grant funding now jeopardizes the County's ability to sustain these
15 positions and their work. Due to the overlapping nature of the disease investigation, laboratory,
16 pharmacy, emergency preparedness, and data systems work used to respond to ongoing cases and
17 outbreaks of COVID-19 and the work to prepare for and respond to future outbreaks and other
18 public health emergencies, the loss of these capacities negatively impacts the County's ability to
19 respond to non-COVID-19 threats, such as measles, Ebola, influenza, foodborne outbreaks, drug
20 overdoses, extreme weather events, and novel pathogens like H5N1 bird flu. Even partial delays
21 or decreased capacity in response to cases, exposures, or outbreaks of these diseases can lead to
22 failure to identify exposed contacts, failure to quarantine contacts or isolate cases, and ultimately
23 decreased capacity to contain the spread of disease, leading to additional cases and harms.

24 44. The termination notice will also force the County to seek other sources of revenue
25 to cover the expenses intended to be covered by ELC Expansion Grant funds. These expenses
26 include the salary, benefits, and/or separation costs of affected staff positions, outstanding
27 contracts, and obligated funds for purchases in progress. The unusually short period of 30 days in
28 which the County has been instructed to close out the grant is likely insufficient to complete all

1 financial processing of purchases made prior to the new grant termination date, notify contractors
2 and receive claims for work completed prior to the termination date, identify and verify costs
3 related to personnel working on the grant, and submit verified and accurate claims against the
4 grant. Elements of these processes can each typically take more than 30 days, and in combination
5 often require 90 days or more to ensure payment and closeout of all expenses. After these
6 processes, CDPH or their fiscal intermediary must then process payments to the County and
7 direct claims for these payments to the CDC within the same 30-day period, a process which
8 historically has taken months. Assuming claims to the grant cannot be processed in time for the
9 County to receive reimbursement for its expenses, other resources must be redirected to cover the
10 costs. This redirection of other resources may jeopardize other safety net services offered by the
11 County such as its indigent health services, social services, or law enforcement and justice-related
12 services.

13 45. Prior to receiving notification from CDPH that the CDC intended to end funding
14 for the ELC Expansion Grant, neither CDPH nor the CDC had ever provided the County with
15 notice, written or otherwise, that the work performed by the County pursuant to this grant was in
16 any way unsatisfactory.

17 **Immunizations and Vaccines for Children**

18 46. The County was also recently informed by CDPH that the CDC had provided
19 notice of an intention to terminate COVID-19 funding provided under the Immunizations and
20 Vaccines for Children grant. The total remaining value of COVID-19 grant funds from the
21 County's terminated award is approximately \$1,715,962.43. A description of the award and the
22 effects of this termination follow.

23 47. In 2020, the CDC invited applications for the CDC-RFA-IP19-1901 Immunization
24 and Vaccines for Children, Round 2 grant fund. In January 2021, the CDC invited applications
25 for Round 3, and in March 2021, applicants were invited to apply for Round 4. Funds were
26 issued to states, which then awarded them to local health jurisdictions.

27 48. In September 2022, CDPH sent the funding announcement for a five-year
28 agreement, from July 1, 2022, through June 30, 2027. This funding announcement covered

1 Federal Grant Award No. 5 NH23IP922612-04-00 (for an immunization grant that pre-dated the
2 COVID-19 pandemic); Federal Grant Award No. 6 NH23IP922612-02-02 (“COVID-19 R2”);
3 Federal Grant Award No. 6 NH23IP922612-02-03 (“COVID-19 R3”); and Federal Grant Award
4 No. 6 NH23IP922612-02-04 (“COVID-19 R4”). The County was awarded funds from each of
5 these four grants, and the four grant funds were issued by CDPH to the County under a combined
6 grant document and combined set of administrative procedures.

7 49. The County’s agreement with CDPH for the combined 2022-2027 immunization
8 grant was executed on June 16, 2023. The County received \$16,735,448.83 from CDPH for
9 2022-2027 to assess and improve vaccination levels in Santa Clara County for all vaccines
10 recommended by the Advisory Committee on Immunization Practices (ACIP) and to detect,
11 report, and control vaccine-preventable diseases through assessment, outreach and education, in-
12 service training, and best practices. A true and correct copy of the grant agreement is attached as
13 Exhibit G. The term of the grant agreement is from July 1, 2022, to June 30, 2027.

14 50. The County has used the Immunizations and Vaccines for Children funds in a
15 manner fully consistent with the CDC’s statements regarding the nature of the grant and the
16 County’s grant application as approved by CDPH. The Immunizations and Vaccines for Children
17 funds were used primarily for vaccination of county residents against COVID-19, prioritizing
18 populations with less ready access to vaccination via other health care sources. The funds have
19 also been used to support technical assistance to clinical providers that offer vaccination for
20 COVID-19 and other diseases of public health importance. The funds have supported
21 enhancements to vaccination documentation systems, which assist in ensuring accurate, secure,
22 and unduplicated documentation of vaccination. These system-wide improvements increase
23 patients’ safety and access to their own medical records and decrease waste and expenses across
24 medical systems by reducing redundant provision of vaccinations. The systems may also reduce
25 the need for quarantine or other disease control measures; by enhancing timely access to accurate
26 electronic data about vaccination status, public health entities can avoid unnecessary quarantine
27 after exposure to a disease, saving patients and families costly time away from work, school, or
28 childcare. Ability to rapidly verify vaccination records electronically has also increased the

1 efficiency of public health staff who may otherwise need to request and await paper, faxed, or
2 emailed records of vaccination during a public health investigation.

3 51. Since the time of the initial grant award, the County has completed all grant
4 activities and requirements in accordance with the Notices of Award and the County's agreements
5 with the grantor. All grant requirements, including the work plan and reports, have been
6 submitted on time and deemed compliant with all the requirements of the grants.

7 52. On March 26, 2025, without any prior notice or indication, CDPH informed the
8 County and other local health departments, via email, that it had received notice from the CDC
9 that the CDC intends to end state funding for the ELC Expansion Grant, Immunizations and
10 Vaccinations for Children Grant, Health Disparities Grant, and Respiratory Viral Network grants
11 awarded during the COVID-19 pandemic. No basis for the funding terminations was provided.
12 As described in paragraph 41, this email notification was highly unusual for a number of reasons.
13 (See Exhibit E.)

14 53. On March 28, 2025, CDPH issued a letter to local health departments, including
15 the County's Public Health Department, stating that the CDC has rescinded the ELC Expansion
16 Grant, Immunization Grant, and Health Disparities Grant, among others. The letter informed
17 local health departments that work performed after March 24, 2025 will not be compensated by
18 CDPH if the federal government does not provide reimbursement. As described in paragraph 42,
19 this letter was also highly unusual for a number of reasons. (See Exhibit F.)

20 54. The County relied and acted upon its expectation and understanding that CDPH
21 could and would fulfill its commitment to provide the Immunizations and Vaccinations for
22 Children grant funding it had awarded to the County. The unexpected lack of these funds
23 jeopardizes the County's ability to provide the services rendered by 16 staff members, including a
24 data scientist, pharmacists, health educators, and communications staff. Due to the overlapping
25 nature of the vaccine storage, pharmacy protocol, emergency preparedness, vaccine education,
26 and data and informatics work used to maximize vaccination against COVID-19 and the work to
27 maximize vaccination against other infectious diseases of public health importance, the loss of
28 these capacities will negatively impact the County's ability to respond to both COVID-19 and

1 non-COVID-19 threats, such as measles, influenza, and whooping cough, as well as novel
2 pathogens such as H5N1 bird flu.

3 55. As described in paragraph 44, the termination notice will also force the County to
4 seek other sources of revenue to cover the expenses intended to be covered by these grant funds.
5 The unusually short period of 30 days in which the County has been instructed to close out the
6 grant is likely insufficient to notify contractors and receive claims for work completed prior to the
7 termination date, identify and verify costs related to personnel working on the grant, and submit
8 verified and accurate claims against the grant. At least one subcontractor, Roots Community
9 Health, has invoiced the County for services eligible for payment under this grant for which the
10 County is unlikely to be able to process the payment and submit a claim to CDPH before the 30-
11 day deadline.

12 56. Prior to receiving notification from CDPH that the CDC intended to end funding
13 for the Immunization Grant, neither CDPH nor the CDC had ever provided the County with
14 notice, written or otherwise, that the work performed by the County pursuant to this grant was in
15 any way unsatisfactory.

16 **Grants to the State of California**

17 57. In addition to the impacts of losing the Health Disparities grant, ELC Expansion
18 Grant, and Immunizations and Vaccinations for Children Grant, the County's ability to protect the
19 public health will be severely impacted by loss of access to state systems funded by these grants
20 and used by the County. Specifically, my understanding is that the State of California's
21 CalCONNECT system is funded by the ELC Expansion Grant. The County uses this system to
22 identify and respond to cases and outbreaks of COVID-19, measles, Ebola, and mpox, with
23 additional plans to transition response to tuberculosis and sexually transmitted infections to
24 CalCONNECT by June 2025. The County does not have an alternative system in which to track,
25 report, investigate, or respond to such cases, and I am not aware of sufficient, available funding to
26 create or procure an alternate system. The absence of such a system would significantly delay or
27 jeopardize the County's ability to take steps to prevent the spread and harm of these diseases,
28 increasing likelihood of severe illness and death.

1 58. The County and its Public Health Department rely heavily on technical support,
2 resources, timely consultation, dissemination of information, and other assistance from CDPH.
3 While the County is not yet aware of the full impact of funding loss to CDPH of these grants, it is
4 likely that any negative impact to CDPH resources related to vaccination, laboratory capacity,
5 data systems, or public health technical assistance to local jurisdictions will further impede the
6 County's ability to prevent and control the spread of disease and related harms.

7 //

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17
18
19 I declare under penalty of perjury under the laws of the United States that, to the best of my
20 knowledge, the foregoing is true and correct.

21 Executed on March 29, 2025, at Menlo Park, California.

22
23 

24 Sarah L. Rudman, MD MPH
25 Deputy Health Officer
26
27
28

Exhibit A
to Rudman Declaration
for the County of Santa Clara

Health Disparities Grant
Notice of Award



Award# [REDACTED]

FAIN# [REDACTED]

Federal Award Date: 05/28/2021

Recipient Information**1. Recipient Name**

SANTA CLARA, COUNTY OF

2. Congressional District of Recipient

19

3. Payment System Identifier (ID)**4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier****7. Project Director or Principal Investigator****8. Authorized Official****Federal Agency Information**

CDC Office of [REDACTED]

9. Awarding Agency Contact Information**10. Program Official Contact Information****30. Remarks****Federal Award Information****11. Award Number****12. Unique Federal Award Identification Number (FAIN)****13. Statutory Authority**

317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title

COVID Community Engagement Program

15. Assistance Listing Number

93.391

16. Assistance Listing Program Title

Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 06/01/2021 - **End Date** 05/31/2023**20. Total Amount of Federal Funds Obligated by this Action**

\$5,727,874.00

20a. Direct Cost Amount

\$5,727,874.00

20b. Indirect Cost Amount

\$0.00

21. Authorized Carryover

\$0.00

22. Offset

\$0.00

23. Total Amount of Federal Funds Obligated this budget period

\$0.00

24. Total Approved Cost Sharing or Matching, where applicable

\$715,886.00

25. Total Federal and Non-Federal Approved this Budget Period

\$6,443,760.00

26. Project Period Start Date 06/01/2021 - **End Date** 05/31/2023**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period**

Not Available

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 05/28/2021

Recipient Information**Recipient Name**

SANTA CLARA, COUNTY OF

Congressional District of Recipient

19

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier**

Not Available

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$549,607.00
b. Fringe Benefits	\$175,874.00
c. Total Personnel Costs	\$725,481.00
d. Equipment	\$0.00
e. Supplies	\$55,630.00
f. Travel	\$12,000.00
g. Construction	\$0.00
h. Other	\$474,763.00
i. Contractual	\$4,460,000.00
j. TOTAL DIRECT COSTS	\$5,727,874.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$5,727,874.00
m. Federal Share	\$5,727,874.00
n. Non-Federal Share	\$715,886.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		OT	41.51	\$5,727,874.00	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 05/28/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

SANTA CLARA, COUNTY OF



1. Terms and Conditions

Recipient: Santa Clara County Health Department

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CDC-[REDACTED], entitled National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, and application dated April 30, 2021, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of \$5,727,874 is approved for a two year performance and budget period, which is June 1, 2021 through May 31, 2023. All future funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Budget Revision Requirement: By July 1, 2021, the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Pre-Award Costs: Pre-award costs dating back to March 15, 2021 – and directly related to the COVID-19 outbreak response are allowable.

FUNDING RESTRICTIONS AND LIMITATIONS

Indirect Costs: The recipient's indirect costs are approved and based on a de minimis rate of ten (10) percent of modified total direct costs (MTDC) as defined in 45 CFR Part 75.2, effective June 1, 2021.

Restriction(s): Indirect costs are restricted in the amount of \$454,763 and have been moved from the Indirect line item to the Other line item pending submission of an approved budget and narrative justification that calculates indirect costs based on MTDC as identified above.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake

Fax: [REDACTED] (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1- 800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, [REDACTED]. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

PROGRAM OR FUNDING SPECIFIC CLOSEOUT REQUIREMENTS

The final programmatic report format required is the following.

Final Performance Progress and Evaluation Report: This report should include the information specified in the NOFO and is submitted 90 days following the end of the period of performance via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Additional guidance may be provided by the GMS and found at:
<https://www.cdc.gov/grants/alreadyhavegrant/Reporting.html>

CDC Staff Contacts

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# [REDACTED]

FAIN# [REDACTED]

Federal Award Date: 07/15/2021

Recipient Information**1. Recipient Name**

SANTA CLARA, COUNTY OF

2. Congressional District of Recipient

19

3. Payment System Identifier (ID)**4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier****7. Project Director or Principal Investigator****8. Authorized Official****Federal Agency Information**

CDC Office [REDACTED]

9. Awarding Agency Contact Information**10. Program Official Contact Information****30. Remarks****Federal Award Information****11. Award Number****12. Unique Federal Award Identification Number (FAIN)****13. Statutory Authority**

317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title

COVID Community Engagement Program

15. Assistance Listing Number

93.391

16. Assistance Listing Program Title

Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises

17. Award Action Type

Budget Revision

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 06/01/2021 - **End Date** 05/31/2023**20. Total Amount of Federal Funds Obligated by this Action**

\$0.00

20a. Direct Cost Amount

(\$299,427.00)

20b. Indirect Cost Amount

\$299,427.00

21. Authorized Carryover

\$0.00

22. Offset

\$0.00

23. Total Amount of Federal Funds Obligated this budget period

\$5,727,874.00

24. Total Approved Cost Sharing or Matching, where applicable

\$715,886.00

25. Total Federal and Non-Federal Approved this Budget Period

\$6,443,760.00

26. Project Period Start Date 06/01/2021 - **End Date** 05/31/2023**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period**

Not Available

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 07/15/2021

Recipient Information**Recipient Name**

SANTA CLARA, COUNTY OF

Congressional District of Recipient

19

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier**

Not Available

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$667,138.00
b. Fringe Benefits	\$213,484.00
c. Total Personnel Costs	\$880,622.00
d. Equipment	\$0.00
e. Supplies	\$55,825.00
f. Travel	\$12,000.00
g. Construction	\$0.00
h. Other	\$20,000.00
i. Contractual	\$4,460,000.00
j. TOTAL DIRECT COSTS	\$5,428,447.00
k. INDIRECT COSTS	\$299,427.00
l. TOTAL APPROVED BUDGET	\$5,727,874.00
m. Federal Share	\$5,727,874.00
n. Non-Federal Share	\$715,886.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		OT	41.51	\$0.00	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 07/15/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

SANTA CLARA, COUNTY OF



1. Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS OF AWARD

Revised Budget: The purpose of this amended Notice of Award is to approve the revised budget / redirection request submitted by your organization dated July 9, 2021 . Funds have been distributed as indicated in the approved budget of this Notice of Award.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

Exhibit B
to Rudman Declaration
for the County of Santa Clara

March 25, 2025 CDC Notification of
Termination of the Health Disparities Grant



Award# [REDACTED]

FAIN# [REDACTED]

Federal Award Date: 03/24/2025

Recipient Information**1. Recipient Name**

COUNTY OF SANTA CLARA

2. Congressional District of Recipient

19

3. Payment System Identifier (ID)**4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier (UEI)****7. Project Director or Principal Investigator****8. Authorized Official****Federal Agency Information**

CDC Office [REDACTED]

9. Awarding Agency Contact Information**10. Program Official Contact Information****30. Remarks**

Department Authority

Federal Award Information**11. Award Number****12. Unique Federal Award Identification Number (FAIN)****13. Statutory Authority**

317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title

COVID Community Engagement Program

15. Assistance Listing Number

93.391

16. Assistance Listing Program Title

Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises

17. Award Action Type

Terminate

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 06/01/2021 - **End Date** 03/24/2025**20. Total Amount of Federal Funds Obligated by this Action**

\$0.00

20a. Direct Cost Amount

\$0.00

20b. Indirect Cost Amount

\$0.00

21. Authorized Carryover

\$0.00

22. Offset

\$0.00

23. Total Amount of Federal Funds Obligated this budget period

\$5,727,874.00

24. Total Approved Cost Sharing or Matching, where applicable

\$0.00

25. Total Federal and Non-Federal Approved this Budget Period

\$5,727,874.00

26. Period of Performance Start Date 06/01/2021 - **End Date** 03/24/2025**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance**

\$5,727,874.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 03/24/2025

Recipient Information**Recipient Name**

COUNTY OF SANTA CLARA

Congressional District of Recipient

19

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier (UEI)****31. Assistance Type**

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$671,235.00
b. Fringe Benefits	\$452,871.00
c. Total Personnel Costs	\$1,124,106.00
d. Equipment	\$0.00
e. Supplies	\$54,874.00
f. Travel	\$900.00
g. Construction	\$0.00
h. Other	\$86,654.00
i. Contractual	\$4,210,000.00
j. TOTAL DIRECT COSTS	\$5,476,534.00
k. INDIRECT COSTS	\$251,340.00
l. TOTAL APPROVED BUDGET	\$5,727,874.00
m. Federal Share	\$5,727,874.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		OT	41.51	93.391	\$0.00	

**DEPARTMENT OF HEALTH AND HUMAN SERVICES** Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 03/24/2025

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

COUNTY OF SANTA CLARA



1. NH75OT000016--Terms and Conditions

TERMS AND CONDITIONS OF AWARD

Termination: The purpose of this amendment is to terminate this award which is funded by COVID-19 supplemental appropriations. The termination of this award is for cause. HHS regulations permit termination if “the non-Federal entity fails to comply with the terms and conditions of the award”, or separately, “for cause.” The end of the pandemic provides cause to terminate COVID-related grants and cooperative agreements. These grants and cooperative agreements were issued for a limited purpose: to ameliorate the effects of the pandemic. Now that the pandemic is over, the grants and cooperative agreements are no longer necessary as their limited purpose has run out. Termination of this award is effective as of the date set out in your Notice of Award.

No additional activities can be conducted, and no additional costs may be incurred. Unobligated award balances will be de-obligated by CDC.

Closeout: In order to facilitate an orderly closeout, we are requesting that you submit all closeout reports identified below within thirty (30) days of the date of this NoA. Submit the documentation as a “Grant Closeout” amendment in GrantSolutions. The reporting timeframe is the full period of performance. Please note, if you fail to submit timely and accurate reports, CDC may also pursue other enforcement actions per 45 CFR Part 75.371.

Final Performance/Progress Report: This report should include the information specified in the Notice of Funding Opportunity (NOFO). At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and expended during the timeframe covered by the report. The final report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Payment Management System (PMS), you will be required to update your reports to PMS accordingly.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed SF-428 detailing all major equipment acquired with a unit acquisition cost of \$10,000 or more. If no equipment was acquired under the award, a negative report is required

Exhibit C
to Rudman Declaration
for the County of Santa Clara

March 26, 2025 Email from CDC Regarding
Health Disparities Grant Termination

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: [EXTERNAL] RE: [Attention – Required Action for Closeout] OT21-2103 Final Performance Report - Santa Clara, County of
Date: Wednesday, March 26, 2025 7:05:25 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[OT21-2103 Final Performance Report - Closeout Form Feb 2024.docx](#)
[OT21-2103 Closeout Final Progress REDCap Reference Guide SEP2024.pdf](#)

Dear OT-21-2103 Recipients,

Effective immediately, the National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities Grant is being terminated. We thank you for your partnership with CDC and your service to your communities.

No further costs should be incurred related to the grant. You have 30 days from the notice of award termination (dated March 24, 2025) to close out and reconcile remaining funds. Please check your Grant Solutions profile ([Home - innovative Federal grants management services](#)) for instructions on how to close out the grant.

As part of the closeout, you are required to complete a final Performance Report. Instructions for doing so are provided below. **The final OT21-2103 Performance Report is available via the REDCap platform and must be submitted no later than 30 days after receipt of the most current Notice of Award issued on March 24, 2025, making the deadline April 25, 2025. Please note that while a different deadline was provided in the past, your final reports are now due on April 25, 2025.** To ensure an orderly closeout of your award, please complete the fields in the Final Performance Report and reference the details below for other closeout requirements.

We understand you may have additional questions. We are awaiting additional guidance from the Office of Grant Services, however, you are encouraged to send questions to your Project Officer, and we will try to respond as soon as possible.

Thank you for your understanding.

OT21-2103 Support Team

Centers for Disease Control and Prevention

[REDACTED] [@cdc.gov](#)

INSTRUCTIONS:

Accessing the Final Performance Report

From the Record Status Dashboard in REDCap, the Final Performance Report is in **Arm 4: Closeout**—see screenshot below.

Arm 1: Grant Mgmt. / Progress Reporting	Arm 2: Quarterly Performance Measures & Financial Report
Arm 3: Project Officers	Arm 4: Closeout
Arm 5: Quarterly Reporting Status	

Completed By:	Final Performance Report
	OT21-2103 Final Performance Report

Submitting the Final Report (no later than close of business April 25, 2025):

- Obtain the necessary reviews, approvals, and/or clearance from your organization before submission.
- Respond to all questions. Please do not leave any fields blank.
- When you are ready to save and submit the form, select “**Complete**” from the drop-down menu under “**Form Status**” (located at the bottom of the form), and **SAVE!**
- Download a PDF of your responses. At the top of the screen, select “**Download PDF of Instrument**”. Choose the “**Via browser’s Save as PDF**” for the best view.
- ***IMPORTANT*** - FINAL STEP: Upload a copy of this report into the Grant Solutions Grants Management Module (GMM). More information about this step can be referenced here > [Grant Closeout Amendment for Grant Recipients, Non-Research Grants \(cdc.gov\)](#).
- **Note:** As with any grant data, the OT21-2103 Program team (including your project officer) will have access to your final performance report and may determine how to share the data or any further action.

Additional Closeout Requirements

In addition to the reports due in REDCap, please note you must also complete and provide the following reports as outlined in your official Notice Of Award. Please ensure you refer to your current NOA for any additional guidance

- Final Federal Financial Report (FFR) (SF-425) submitted via PMS and complete the following portion(s):
 - Recipient share
 - Program income
 - Indirect expense
- Final Tangible Personal Property Report ([SF-428B](#))

Questions and Support

For technical questions or to request assistance concerning the program closeout report, please email [REDACTED]@cdc.gov.

From: OT21-2103 Support (CDC) [REDACTED]@cdc.gov>

Sent: Thursday, March 13, 2025 1:12 PM

To: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Subject: [Attention – Required Action for Closeout] OT21-2103 Final Performance Report - Santa Clara, County of

Greetings,

You are receiving this OT21-2103 Final Performance Report announcement and instructions for the OT21-2103 award for your organization since our records indicate that you are scheduled to end your program on 5/31/2025. **The final OT21-2103 Performance Report is available via the REDCap platform and must be submitted no later than 120 days after the period of performance end date (close of business 9/28/2025).** To ensure an orderly closeout of your award funded under this funding opportunity, please complete the fields in the Final Performance Report and reference the details below for other closeout requirements.

Accessing the Final Performance Report

From the Record Status Dashboard in REDCap, the Final Performance Report is in **Arm 4: Closeout** – reference the screenshot below.

Arm 1: Grant Mgmt. / Progress Reporting	Arm 2: Quarterly Performance Measures & Financial Report
Arm 3: Project Officers	Arm 4: Closeout
Arm 5: Quarterly Reporting Status	

Completed By:

Final Performance Report
OT21-2103
Final Performance Report

Submitting the Final Report (no later than close of business September 28, 2025):

- Obtain the necessary reviews, approvals, and/or clearance from your organization before submission.
- Respond to all questions. Please do not leave any fields blank.
- When you are ready to save and submit the form, select “**Complete**” from the drop-down menu under “**Form Status**” (located at the bottom of the form), and **SAVE!**
- Download a PDF of your responses. At the top of the screen select “**Download PDF of Instrument**”. Choose the “**Via browser’s Save as PDF**” for the best view.
- ***IMPORTANT* - FINAL STEP:** Upload a copy of this report into the Grant Solutions Grants Management Module (GMM). More information about this step can be referenced here > [Grant Closeout Amendment for Grant Recipients, Non-Research Grants \(cdc.gov\)](#).
- **Note:** As with any grant data, the OT21-2103 Program team (including your project officer) will have access to your final performance report and may determine how to share the data or any further action.

Additional Closeout Requirements

In addition to the reports due in REDCap, please note you must also complete and provide the below-following reports as outlined in your official Notice of Award.

- Final Federal Financial Report (FFR) (SF-425) submitted via PMS and complete the following portion(s):
 - recipient share
 - program income
 - indirect expense

- Final Tangible Personal Property Report ([SF-428B](#))
- Real Property Status Report ([SF-429](#)) using the Cover Page and Attachment A, and if you will be requesting disposition instructions as part of closeout.

Please note, that if you fail to submit timely and accurate reports, CDC may pursue enforcement actions per 45 CFR 75.371. Specifically, if all required documentation is not provided within a year of the period of performance end date, CDC will report this as failure to comply with closeout requirements to the Federal Awardee Performance and Integrity Information System (FAPIIS). If you have questions regarding these additional closeout requirements, please contact your assigned Grants Management Specialist (GMS).

Questions and Support

For questions or to request assistance from CDC, please email [\[REDACTED\]@cdc.gov](#), and we will follow up as soon as possible. We look forward to hearing from you!

Thank you,
OT21-2103 Support Team

National Center for STLT Public Health Infrastructure and Workforce

Centers for Disease Control and Prevention

[\[REDACTED\]@cdc.gov](#)

[Read more about this funding on our website](#)

Resources for OT21-2103 recipients



Exhibit D
to Rudman Declaration
for the County of Santa Clara

ELC Expansion Grant Award Letter



Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

March 2, 2021

County of Santa Clara

Authority:

Section 311(c)(1) of the Public Health
Service Act (42 USC 243(c)(1))

Coronavirus Response and Relief
Supplemental Appropriations Act, 2021
(P.L. 116-260)

COVID-19 ELC Enhancing Detection Expansion Funding
Award Number COVID-19ELC101
County of Santa Clara

Dear [REDACTED]:

This letter covers the reimbursement for the ELC Enhancing Detection Expansion funding through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, to provide additional critical support as we continue to address COVID-19 within our communities. Funding for these activities is covered for the period beginning January 15, 2021 to July 31, 2023. The California Department of Public Health (CDPH) is allocating **\$62,183,150** to **County of Santa Clara**.

Like the work supported by ELC Enhancing Detection, this funding expands support of testing, case investigation and contact tracing, surveillance, containment, and mitigation. Although this funding spans the same six Strategies as the ELC Enhancing Detection funds allocated in early August 2020, there has been a significant amount of additional allowable activities added to each of those Strategies. You are encouraged to review the Guidance document (Attachment 4), specifically the red font which highlights additional allowable activities within each Strategy beginning on page 9.

Funding:

The funding term is January 15, 2021 to July 31, 2023. CDPH will evaluate spending at the local level in January 2022. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

CDPH Emergency Preparedness Office, [REDACTED]

Internet Address: www.cdph.ca.gov



Submission Requirements:

1. Complete a Workplan and Spend Plan by **March 31, 2021** and submit to CDPH at: CDPHELC@cdph.ca.gov. See *Attachments 1 and 2*. Your Agency should consider the following when developing your Workplan and Spend Plan:

- It is recommended that your Agency fund an administrative position to ensure fiscal accountability and reporting requirements of the various ELC funds.
- Your Agency must work in coordination with tribal governments, community-based organizations, and faith-based organizations, particularly those with experience with high-risk populations based upon county COVID-19 surveillance data. There is no explicit cap or percentage that must go to these partners; however, you must reach out to them and enlist their help where it makes sense (i.e. outreach, testing strategy, education, or housing, etc.).
- Your Agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.
- Your Agency's Equity Targeted Investment Plan is on a tab embedded within your workplan labeled "Health Equity". These plans are used to reflect equity activities across all ELC strategies. Please see Attachment 6 for additional information and instructions for completing this portion of your workplan. Please also include in the packet your vaccine equity plan (due to CDPH earlier in March) which should describe the network equity capacity that currently exists in your jurisdiction; as well as potential and future potential to administer vaccines in the jurisdiction's Health Equity Quartile zip codes. The vaccine equity plan should also include the locations and populations being served, a description of the jurisdiction's strategies/activities/educational approaches with community partners to reflect strategies/activities/educational approaches; as well as identification of other support needs to reach disproportionately impacted populations in the Health Equity Quartile zip codes.
- CDC guidance allows ELC Enhancing Detection Expansion funding to be used for expenses that compliment other CDC vaccine delivery efforts, such as staff, contractors, call centers, storage, and other infrastructure needs. Your Agency should prioritize vaccine specific funding and then determine how best to incorporate vaccine-related activities with this funding through your workplan.

Reporting Requirements:

As a subrecipient of the COVID-19 ELC Enhancing Detection Expansion funding, the CDC requires submission of the following reporting documents. Additionally, CDPH will require additional data metric reporting related to Strategy 5 (contact tracing and isolation and quarantine activities). For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly progress reports to CDPH following the schedule below to provide status of timelines, goals, and objectives outlined in your workplan. Reporting must include a list of tribal governments, community-based organizations, and faith-based organizations that your Agency has included in its efforts. See *Attachment 1*. Note, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH.

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	January 15, 2021 – April 30, 2021	June 1, 2021
Year 1/Q2	May 1, 2021 – July 31, 2021	August 31, 2021
Year 1/Q3	August 1, 2021 – October 31, 2021	November 30, 2021
Year 1/Q4	November 1, 2021 – January 31, 2022	February 28, 2022
Year 2/Q1	February 1, 2022 – April 30, 2022	May 31, 2022
Year 2/Q2	May 1, 2022 – July 31, 2022	August 31, 2022
Year 2/Q3	August 1, 2022 – October 31, 2022	November 30, 2022
Year 2/Q4	November 1, 2022 – January 31, 2023	February 28, 2023
Year 3/Q1	February 1, 2023 – April 30, 2023	May 31, 2023
Final	May 1, 2023 – July 31, 2023	August 31, 2023

2. Submit monthly expenditure reports on the last day of each month, beginning on April 30, 2021. Expenditure reporting should be completed within your Spend Plan. Note, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH.
3. For Agencies not using the CalCONNECT Contact Tracing data management system comprehensively for all of their COVID-19 cases, there may be additional reporting required on a monthly basis related to Strategy 5 activities. CDPH will provide a template to use to facilitate the reporting of these additional data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: CDPHELC@cdph.ca.gov. See *Attachment 3*.

1. First Quarter Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.
2. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 1 and 2 following the due dates above within Reporting Requirements.
3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has and will continue to invest in this response. We are hopeful that this additional funding can support the needs of your local health jurisdiction and that it provides adequate resources for your participation in ELC Enhancing Detection Expansion activities. CDPH is hosting a webinar on Friday, March 5th at 1:30pm to go over the requirements and activities of this funding. If you have any questions or need further clarification, please reach out to CDPHELC@cdph.ca.gov.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

Emergency Preparedness Office
California Department of Public Health

Attachments

Attachment 1: Workplan and Progress Report
Attachment 2: Spend Plan and Expenditure Report
Attachment 3: Invoice Template
Attachment 4: ELC Enhancing Detection Guidelines
Attachment 5: Local Allocations
Attachment 6: Equity Targeted Investment Plan Instructions

Exhibit E
to Rudman Declaration
for the County of Santa Clara

March 26, 2025 Email from CDPH
Regarding CDC Intention to Terminate
Grants

From: [CDPH Local Emergency Funding](#)
Cc: [REDACTED]
Subject: [EXTERNAL] CDC ELC Funding Update
Date: Wednesday, March 26, 2025 10:11:33 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Good Morning LHJ's

CDPH has received notice from the Centers for Disease Control and Prevention (CDC) that it intends to end state funding for expanded Epidemiology Laboratory Capacity (ELC), Immunization and Vaccines for Children, Health Disparities Grant, and the Respiratory Viral Network grants awarded during the COVID-19 pandemic. We are quickly gathering more information so we can evaluate the potential impacts of these notifications and we will provide updates as soon as possible.

Thank You,

[REDACTED]

Center for Preparedness and Response | California Department of Public Health

[REDACTED]



CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Your receipt of this message is not intended to waive any applicable privilege.

Confidential - Low

Exhibit F
to Rudman Declaration
for the County of Santa Clara

March 28, 2025 Letter from CDPH
Regarding CDC Recission of Grants



Health and Human Services Agency
California Department of Public Health



██████████
Director and State Public Health Officer

Gavin Newsom
Governor

March 28, 2025

To: Local Health Jurisdictions

From: ██████████ Director and State Public Health Officer

As you may be aware, CDC has rescinded the following grant funding streams with a closeout period of 30 days to be reimbursed for any expenditures through March 24, 2025:

1. Epidemiology and Laboratory Capacity Enhancing Detection
2. Epidemiology and Laboratory Capacity Enhancing Detection Expansion
3. Epidemiology and Laboratory Capacity Infection Prevention Control
4. Epidemiology and Laboratory Capacity Coronavirus Aid, Relief, and Economic Security
5. Epidemiology and Laboratory Capacity, SHARP 2+
6. National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CERI)
7. Immunization and Vaccines for Children – COVID Supplemental Rounds 1-4 (IZ)

Given contract notification requirements, you may receive a stop work or termination notice from Heluna Health, our fiscal intermediary, in the next few days. Although there are efforts underway by national organizations and states to preserve this funding, if you continue to perform work after March 24, 2025, that work will not be compensated by CDPH if we are not reimbursed by the federal government.

In order to ensure payment for expenditures through March 24th, please send your invoices and documentation as soon as possible as our ability to draw down funds may be turned off 30-days from March 24th. You will also receive closeout procedures in the next few days.

CDPH Director's Office, ██████████

██████████
██████████
[CDPH.ca.gov](https://www.cdph.ca.gov)



Exhibit G
to Rudman Declaration
for the County of Santa Clara

Immunizations and Vaccines for Children
Grant Agreement

CALIFORNIA IMMUNIZATION PROGRAM**Awarded By****THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”****TO****[Santa Clara County Public Health Department,] hereinafter “Grantee”**

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

GRANT AGREEMENT NUMBER [REDACTED]

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers [REDACTED] and [REDACTED]

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction. |

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

State of California – Health and Human Services Agency – California Department of Public Health
CDPH 1229 (12/2021)

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$16,735,448.83.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Santa Clara County Public Health Department
Name: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: [REDACTED]
City, ZIP: [REDACTED]	City, ZIP: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
E-mail: [REDACTED]	E-mail: [REDACTED]@phd.sccgov.org

Direct all inquiries to the following representatives:

California Department of Public Health, Immunization Branch	Grantee: Santa Clara County Public Health Department
Attention: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: [REDACTED]
City, Zip: [REDACTED]	City, Zip: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
E-mail: [REDACTED]@cdph.ca.gov	E-mail: [REDACTED]@phd.sccgov.org

State of California – Health and Human Services Agency – California Department of Public Health
CDPH 1229 (12/2021)

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address	
Grantee:	Santa Clara County Public Health Department]
Attention:	[REDACTED]
Address:	[REDACTED]
City, Zip:	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]@hhs.sccgov.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

(The Grant Application provides the description of the project and associated costs)

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) [REDACTED]

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

Unless otherwise prohibited by law, or State or the Grantee's policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: MAY 02 2023

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

y:

4/5/2023

Date

Date: 6-16-23

EXHIBIT A

CDPH Immunization Branch
Fiscal Year 2022 - 2027
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	September 30, 2022
OFFICIAL ORGANIZATION NAME	County of Santa Clara – Public Health Department
AGREEMENT NUMBER	(Leave blank. Will be assigned by [REDACTED])

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: [REDACTED]	Phone Number: [REDACTED]
E-mail: [REDACTED]@phd.sccgov.org	

Type of Application:

☐ New
 ☒ Renewal
 ☐ Continuation
 ☐ Supplement
 ☐ Revision

☐ Supplement
 ☐ Revision

Budget Period: From: <u>July 1, 2022</u> To: <u>June 30, 2027</u>	Total Amount Requested for 5 Years: <u>\$ 17,056,738.83</u>
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Board of Supervisors/Resolution meeting dates for the upcoming 6 months:

November 1st, 2022 December 6, 2022 _____
November 15, 2022 December 13, 2022 _____

The County of Santa Clara Board of Supervisors meets twice a month on two staggered Tuesdays, with a recess during July. See above the published Board of Supervisors/Resolution meeting dates for the rest of 2022.

RFA: [REDACTED]

Date: 09/15/2022

Federal Compliance Requirements of the**Immunization Grant No.** [REDACTED]**COVID-19 R2 Grant No.** [REDACTED]**COVID-19 R3 Grant No.** [REDACTED]**COVID-19 R4 Grant No.** [REDACTED]

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understands the Federal Compliance Requirements of all grants listed above. See enclosed copy of the Award Attachments under which these grants are issued.

[REDACTED]	DocuSigned by: [REDACTED]	9/30/2022
_____ Print Name and Title of Person Signing	_____ Signature of Person Signing	_____ Date

APPLICATION CONTENTS:**Application Due by 5:00 p.m., (Pacific Standard Time), September 30, 2022 Please Check**

Form 1:	Application Cover Sheet/Checklist	<input checked="" type="checkbox"/>
Form 2:	Grantee Information Form	<input checked="" type="checkbox"/>
Form 3:	Local Project Synopsis	<input checked="" type="checkbox"/>
Form 4:	Scope of Work for Local Health Departments/Glossary of Acronyms and Terms	<input checked="" type="checkbox"/>
Form 5:	Exhibit B – Budget	<input checked="" type="checkbox"/>
Form 6:	Government Agency Taxpayer ID Form	<input checked="" type="checkbox"/>

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to [REDACTED]@cdph.ca.gov by the submission deadline.

County of Santa Clara - Public Health Department
 Grant Agreement #: [REDACTED]
 RFA: [REDACTED]
 Date: 09/15/2022

EXHIBIT A

Form 2

CDPH Immunization Branch
 Grantee Information Form

Date Form Completed: September 30, 2022

Organization	<p>This is the information that will appear on your grant agreement cover page.</p>
	<p>Federal Tax ID # [REDACTED] Contract/Grant# (will be assigned by IZ/CDPH)</p> <p>Data Universal Number System (DUNS) # [REDACTED]</p> <p>Unique Entity Identifier (UEI) # [REDACTED]</p> <p>Official Organization Name <u>The County of Santa Clara – Public Health Department</u></p> <p>Mailing Address <u>[REDACTED]</u></p> <p>Street Address (If Different) <u>NA</u></p> <p>County <u>Santa Clara</u></p> <p>Phone <u>[REDACTED]</u> Fax <u>[REDACTED]</u></p> <p>Website <u>https://publichealth.sccgov.org/health-information/immunizations</u></p>
Grant Signatory	<p>The Grant Signatory has authority to sign the grant agreement cover.</p>
	<p>Name <u>[REDACTED]</u></p> <p>Title <u>President, Santa Clara County Board of Supervisor</u></p> <p><i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/></p> <p>Mailing Address <u>[REDACTED]</u></p> <p>Street Address (If Different) <u>NA</u></p> <p>Phone <u>[REDACTED]</u> Fax <u>[REDACTED]</u></p> <p>E-mail <u>[REDACTED]@bos.sccgov.org</u></p>
Project Director	<p>The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.</p>
	<p>Name <u>[REDACTED]</u></p> <p>Title <u>[REDACTED]</u></p> <p><i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/></p> <p>Mailing Address <u>[REDACTED]</u></p> <p>Street Address (If Different) <u>NA</u></p> <p>Phone <u>[REDACTED]</u> Fax <u>[REDACTED]</u></p>

County of Santa Clara - Public Health Department
Grant Agreement # [REDACTED]
RFA: [REDACTED]
Date: 09/15/2022

E-mail	[REDACTED]
--------	------------

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	[REDACTED]
	Title	[REDACTED]
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	[REDACTED]
	Street Address (If Different)	
	Phone	[REDACTED] Fax
E-mail	[REDACTED]	
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	[REDACTED]
	Title	[REDACTED]
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	[REDACTED]
	Street Address (If Different)	
	Phone	[REDACTED] Fax
E-mail	[REDACTED]	
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.	
	Name	[REDACTED]
	Title	[REDACTED]
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	[REDACTED]
	Street Address (If Different)	
	Phone	[REDACTED] Fax
E-mail	[REDACTED]	

County of Santa Clara - Public Health Department

Grant Agreement #: [REDACTED]

RFA: # [REDACTED]

Date: 09/15/2022

EXHIBIT A

**CDPH Immunization Branch
Local Assistance Grant Application
Local Project Synopsis**

Form 3

Name of Grantee: County of Santa Clara- Public Health Department, Immunization Program

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The Immunization Program will provide the services outlined in the Scope of Work. Specifically, the program will work to improve vaccination rates for all vaccines recommended by the Advisory Committee on Vaccine Practices (ACIP) through assessment, outreach and education, in-service training, and best practices. Additionally, the IZ program will assign the responsibility for the objectives: 1) Vaccine accountability and management, 2) Access to and utilization of quality immunization services, 3) California immunization registry (CAIR), 4) Perinatal hepatitis B prevention, 5) Education, Information, Training, and Partnerships, 6) Prevention, Surveillance, and Control of Vaccine-Preventable Diseases (VPD), 7) Childcare and school immunization entry requirements, 8) Improve and maintain Preparedness for Influenza Pandemic, 9) Covid -19 vaccination.

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities.

The SCCPHD Immunization program will provide the evaluation in the form of quarterly/biannual grant reports detailing related activities and their results as requested by CDPH.

Exhibit A

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2022-2023

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of local assistance grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Local assistance grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR); 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; 8) Influenza; and 9) COVID-19 Vaccination.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator

County of Santa Clara - Public Health Department

Grant Agreement #: [REDACTED]

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Form 4

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023


Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

RFA #: 2 [REDACTED]
Date: 09/15/2022
Form 4

Area 1. Vaccine Accountability and Management

Goal 1.1: Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.	
Required Activities	Performance Measures
Goal 1.1 Activity a: Annually, make sure all relevant staff within LHD-operated clinics (routine mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB-supplied vaccines (317, Vaccines for Children [VFC], state general fund).	<ol style="list-style-type: none"> 1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Completed training logs (training date, topics, methods, and list of attendees).
Goal 1.1 Activity b: Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.	<ol style="list-style-type: none"> 1. Training plan developed and implemented. 2. Number of completed trainings. 3. Completed training logs (training date, topics, methods, and list of attendees). 4. Training packet completed and available. 5. Number of signed Vaccine Management Plans received and reviewed.
Goal 1.1 Activity c: Develop and implement a plan to verify that providers administering 317 Outbreak and state general fund immunizations outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on-site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.	<ol style="list-style-type: none"> 1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Percentage of sites receiving Quality Assurance verifications (minimum sample of 10% of sites receiving vaccines). 5. Number of Completed Quality Assurance verifications.
Goal 1.1 Activity d: Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	<ol style="list-style-type: none"> 1. Documentation of storage and handling best practices promotion efforts.

Exhibit A**CDPH Immunization Branch****Scope of Work for Local Health Departments FY 2022-2023**RFA #: 
Date: 09/15/2022
Form 4

Goal 1.2: Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.	
Activity	Performance Measures
Goal 1.2 Activity a: Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	1. Completed annual program recertification and corresponding educational lessons for all key practice staff.
Goal 1.2 Activity b: Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	1. Documentation of provided guidance.
Goal 1.2 Activity c: Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	1. Updated LHD protocols, inclusive of eligibility guidelines, for each vaccine funding source.
Goal 1.2 Activity d: Comply with federal policies regarding vaccine distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	1. Documentation of procedures.

Area 2. Access to and Utilization of Quality Immunization Services

Goal 2.1: Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.	
Required Activities	Performance Measures
Goal 2.1 Activity a: Maintain an immunization safety net that includes any LHD resource and referral lists to other programs that connect patients to services.	1. Referral list completed and updated on an annual basis.
Goal 2.1 Activity b: Be responsive to problems Medi-Cal members report related to	1. Maintain log of access problems resolved at local level or reported to CDPH.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

access to immunization services. ¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	
Goal 2.1 Activity c: For all <i>LHD facilities</i> that are VFC providers, participate in and support provider compliance and quality improvement visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	1. Number of LHD clinics with corrective actions that were all completed within the specified time frame on the VFC Compliance Visit Report.

Area 3. California Immunization Registry (CAIR)²

Goal 3.1 Promote and optimize³ the use of CAIR in the jurisdiction	
Required Activities	Performance Measures
Goal 3.1 Activity a: Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	1. Number of LHD clinics participating in CAIR/ number all LHD clinics. 2. Percentage of LHD clinic doses entered into the registry within 14 days. 3. Number of state flu doses entered by end of flu season/number state flu doses administered. 4. CAIR ID list submitted to CDPH.
Goal 3.1 Activity b: For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	1. Inactive patients marked as inactive in CAIR.
Goal 3.1 Activity c: In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.	1. Low infant or adolescent CAIR coverage rate identified and improved.

¹ Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>

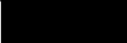
² CAIR refers to the statewide system that will connect CAIR2 with the San Diego Immunization Registry and Healthy Futures.

³ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange. See <https://cairweb.org/docs/CAIR2-Communications/IMM-1266.pdf> and <https://cairweb.org/docs/CAIR2-Communications/IMM-1260.pdf>

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CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2022-2023

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Goal 3.1 Activity d: Review monthly CAIR usage reports ⁴ to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).	1. Number of VFC Sites identified for priority recruitment/retention contact.
Goal 3.1 Activity e (required): Invite CAIR staff ⁵ to participate in local provider trainings in order to promote CAIR.	1. Number of trainings with CAIR participation/number of trainings held.

Goal 3.2: Connect local Immunization Information Systems (IIS) to CAIR (for San Joaquin County only)	
Required Activities	Performance Measures
Goal 3.2 Activity a: Implement data sharing with CAIR2, including: <ul style="list-style-type: none"> Attend scheduled planning meetings with CAIR2 staff. Comply with agreed upon timelines. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing. 	1. Full historical data load completed.
Goal 3.2 Activity b: Initiate and maintain ongoing electronic data sharing with CAIR2.	1. Ongoing data sharing continues.

Area 4. Perinatal Hepatitis B Prevention

Goal 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.	
<i>Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill Title V requirements and MCAH Scope of Work Activities.</i>	
Required Activities	Performance Measures
Goal 4.1 Activity a: Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below:	1. Percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy.

⁴ Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

⁵ "CAIR staff" includes CAIR2 and local registry staff.

Exhibit A

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2022-2023

RFA #: [REDACTED]
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<u>Guidance for Prenatal Providers</u> <u>Guidance for Labor and Delivery Hospitals</u> <u>Guidance for Pediatric Providers</u>	3. Percentage of PEP errors in the reporting period with completed LHJ follow-up.
Goal 4.1 Activity b: Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: <u>Perinatal Hepatitis B Prevention Program Coordinator Handbook</u> <i>Note: Even if you had no cases in the previous period you are still required to complete this activity so that you are prepared if there is a case in the future.</i>	1. Number of HBsAg positive pregnant women identified and contacted.
Goal 4.1 Activity c: Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: <u>Perinatal Hepatitis B Prevention Program Coordinator Handbook</u>	1. Percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. 4. Percentage of infants closed to case management with complete information within 24 months.

Area 5. Education, Information, Training, and Partnerships

Goal 5.1: Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.	
Required Activities	Performance Measures
Goal 5.1 Activity a: Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction. <i>Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to refer VFC providers in their jurisdiction to order select materials from the VFC store instead.</i>	1. Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders. 2. Target date for completion of summary.

Exhibit A

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2022-2023

RFA #: [REDACTED]
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<p><i>CDPH will inform LHDs on centralized communication activities from the Immunization Branch (e.g., print materials to VFC providers; electronic communications and resources to VFC providers, schools, pharmacies, and community-based organizations/other stakeholders; and traditional media/social media activities to reach the general public). LHDs may supplement any gaps in communication with local efforts. Contact the Information & Education Section if you would like to learn more about the Immunization Branch's centralized communication vehicles and activities.</i></p>	
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Goal 5.2: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.	
Required Activities	Performance Measures
<p>Goal 5.2 Activity a: Engage with at least 3 types of partners in conducting educational activities or trainings.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <i>Partnership engagement should be based on commitment to perform agreed-upon activities (e.g., joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).</i> <i>LHJ will engage with at least one "provider" partner, one "school" partner and one "social service or other" partner:</i> <ul style="list-style-type: none"> <i>"Provider partner" may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG chapter), pharmacies, health plans and community clinics.</i> <i>"School partner" may include childcare providers, school or school district, County Department of Education, college, school nurses' association or other school-related organizations.</i> <i>"Social service and other partners" may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.</i> 	<ol style="list-style-type: none"> 1. Number of partner types (provider, school, social service/other partners) engaged with. 2. Summary of activities conducted with each partner type. 3. Summary of activities conducted with new partners.

Area 6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

<p>Goal 6.1: Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.</p>

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

RFA #: [REDACTED]
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Required Activities	Performance Measures
Goal 6.1 Activity a: Ensure that appropriate clinical specimens are tested, and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	<ol style="list-style-type: none"> 1. Percentage of measles PCR positive specimens submitted for molecular characterization. 2. Percentage of Neisseria meningitidis positive specimens/isolates submitted for molecular characterization.
Goal 6.1 Activity b: Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations.	<ol style="list-style-type: none"> 1. Quarterly review of Quicksheets with applicable staff completed. 2. Percentage of infant pertussis cases <4 months of age with documentation of mother's prenatal care provider information (name and city of prenatal care provider). 3. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 4. Percentage of providers reached⁶ who provided prenatal care to a woman whose infant developed pertussis. Reaching the provider is only required if the woman never got Tdap during this pregnancy or did not receive Tdap at 27-36 weeks gestation.⁷
Goal 6.1 Activity c: Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate, in the context of a VPD outbreak and exposure.	<ol style="list-style-type: none"> 1. Completed outbreak response request⁸ with plan for doses and target population (as appropriate).

Goal 6.2: Collect and submit requested data to CDPH on VPD cases and outbreaks.	
Required Activities	Performance Measures

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to your LHD Maternal Child and Adolescent Health (MCAH) program. See *Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis*

⁷ Please note: If a practice decides to modify or reduce the number of prenatal care visits due to the COVID-19 pandemic, ACOG encourages clinicians to include recommended maternal immunizations (influenza and Tdap) during remaining in-person appointments, even if that means immunizations will be administered outside of the typically recommended weeks of gestation. Please make note of any clinic modifications in the notes field in the maternal immunizations section in CalREDIE.

⁸ The Immunization Branch provides a form for requesting vaccine from CDPH.

Exhibit A

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2022-2023

RFA #: [REDACTED]
Date: 09/15/2022
Form 4

<p>Goal 6.2 Activity a: Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: ReportingGuidanceForLHJs</p>	<ol style="list-style-type: none"> 1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe. 4. Percentage of VPD cases with appropriate resolution status assigned, as per CSTE case definition. 5. Percentage of VPD cases with complete data.
<p>Goal 6.2 Activity b: Collect and submit CDPH-requested VPD case and outbreak data.</p>	<ol style="list-style-type: none"> 1. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 2. Percentage of meningococcal disease cases aged 14-24 years for whom high school or college attendance status is known.

Area 7. Childcare and School Immunization Entry Requirements

Goal 7.1: Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.	
Required Activities	Performance Measures
<p>Goal 7.1 Activity a: Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.</p>	<ol style="list-style-type: none"> 1. Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
<p>Goal 7.1 Activity b: At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.</p>	<ol style="list-style-type: none"> 1. Percentage of schools that meet the definition of "targeted schools" ⁹ Target 2022-2023 School Year: Less than 3% of schools have >10% of kindergarteners either conditional or overdue.

Area 8. Influenza

⁹ "Targeted schools are schools with 10 or more kindergarteners that reported greater than 10% of students conditionally admitted and/or overdue for required immunization.

Exhibit A**CDPH Immunization Branch****Scope of Work for Local Health Departments FY 2022-2023**

RFA #: [REDACTED]

Date: 09/15/2022

Form 4

Goal 8.1: Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.	
Required Activities	Performance Measures
Goal 8.1 Activity a: To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded ¹⁰ vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.	1. Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
Goal 8.1 Activity b: Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	1. Number of doses of influenza vaccine administered. Target # of doses must be at least 90% of previous season's total doses.

Area 9. COVID-19 Vaccination

Goal 9.1: Organize an effective COVID-19 vaccination response at the local level.	
Required Activities	Performance Measures
Goal 9.1 Activity a: Develop and implement a COVID-19 vaccination plan that ensures equitable vaccination access and encourages widespread vaccine acceptance and uptake.	1. Percentage of target number of individuals vaccinated, or target number of doses administered, for each focus population, as described in your Vaccination Equity Workplan. <i>(Note: LHDs will not be penalized for not reaching their targets but will be required to describe challenges faced in reaching targets and describe how they will address these challenges.)</i> 2. Completion of COVID-specific activity progress report. Template provided by IZB-CDPH. 3. Participation in periodic meetings with IZB-CDPH staff.
Goal 9.1 Activity b: Respond to requests from IZB-CDPH for information on local efforts and plans to address vaccine hesitancy, improve vaccine access, reach vulnerable	1. Response to requests for information from IZB-CDPH as needed.

¹⁰ If the LHD would like to use Pan Flu Funding or other emergency preparedness funding for vaccine purchase, please reach out to the Immunization Branch with your request.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
HPV	Human papillomavirus
IgM	Immunoglobulin
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
ISI	Immunization Skills Institute
IZ	Immunization
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MA	Medical Assistant
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
MDL	Microbial Diseases Laboratory
MOU	Memorandum of Understanding
NIAM	National Immunization Awareness Month

Exhibit A**CDPH Immunization Branch****Scope of Work for Local Health Departments FY 2022-2023**

RFA #: [REDACTED]

Date: 09/15/2022

Form 4

populations, and vaccinate adolescents and children 5-11 years of age, during Phase 3 of the vaccine rollout.	
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Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
AFM	Acute Flaccid Myelitis
ARNOLD	Advanced Results Notification and On-Line Delivery (within CalREDIE)
CAIR	California Immunization Registry
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
COVID-19	Coronavirus Disease 2019
CPSP	Comprehensive Perinatal Services Program
CSTE	Council of State and Territorial Epidemiologists
DNA	Deoxyribonucleic Acid
eCR	Electronic Case Reporting
EHR	Electronic Health Record
ELR	Electronic Laboratory Reporting
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

NIVW	National Influenza Vaccine Week
OBGYN	Obstetrics and Gynecology
PBE	Personal Belief Exemption
PCR	Polymerase Chain Reaction
PEP	Post Exposure Prophylaxis
PHPP	Perinatal Hepatitis B Prevention Program
PVS	Post-Vaccination Serology
PVW	Preteen Vaccine Week
SGF	State General Fund
TB	Tuberculosis
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
VRDL	Viral and Rickettsial Disease Laboratory (of CDPH)
WIC	Women, Infants, and Children

EXHIBIT A**Form 5****CDPH Immunization Branch
Local Assistance Grant Funds****Exhibit B - Budget**

	Budget (*Year 1) 07/01/2022 to 06/30/2023	Budget (**Year 2) 07/01/2023 to 06/30/2024	Budget (**Year 3) 07/01/2024 to 06/30/2025	Budget (**Year 4) 07/01/2025 to 06/30/2026	Budget (**Year 5) 07/01/2026 to 06/30/2027
I. County of Santa Clara	\$ 12,708,584.83	\$ 1,006,716.00	\$ 1,006,716.00	\$ 1,006,716.00	\$ 1,006,716.00
II. (Subgrantee, if any)		\$ -	\$ -	\$ -	\$ -
Total	\$ 12,708,584.83	\$ 1,006,716.00	\$ 1,006,716.00	\$ 1,006,716.00	\$ 1,006,716.00

****CDPH Immunization Program will provide funding source information as it becomes available each fiscal year.**

Total Funding for 5-Year Term \$ 16,735,448.83

Submitwww.cdph.ca.gov

EXHIBIT A

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to [REDACTED] or mail it to the address above.

Principal
Government
Agency Name

County of Santa Clara, Public Health Department

Remit-To
Address (Street
or PO Box)

City:

Government
Type:

☐ City☒ County☐ Special District☐ Federal☐ Other (Specify)

Federal
Employer
Identification
Number
(FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

Contact Person

Phone number

Signature

Date

9/30/2022

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

[REDACTED]
California Department of Public Health

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B

Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

Santa Clara County Public Health Department

Grant Agreement #: [REDACTED]

Page 4 of 4

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Santa Clara County Public Health Department
Grant Agreement [REDACTED]
Total Pages: 65

EXHIBIT D

REQUEST FOR APPLICATION #22-10537



Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
 Governor

DATE: September 15, 2022

TO: Local Health Officers
 County Health Executives Association of California (CHEAC) Members
 Immunization Coordinators
 Receiving Immunization Program Local Assistance Grants

FROM: [REDACTED] [REDACTED]
 Immunization Branch

SUBJECT: **Request for Application**
Immunization Local Assistance Grant Funds, Fiscal Year 2022-2027
COVID-19 Emergency Grant Funds, Fiscal Year 2022-2024

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the Federal Grant subaward application process to Local Health Department (LHD) grantees for FY 2022-27. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this grant is to assist LHDs in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

RELATED STATUTES

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

SERVICES TO BE PERFORMED BY THE GRANTEE

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.
- For detailed scope of work objectives and activities, please refer to the enclosed revised Scope of Work. The CDPH and award subrecipients will make agreed-upon changes to the Scope of Work on an as-needed basis. These changes will be made in writing but will not require a formal amended agreement.

Immunization Branch / Division of Communicable Disease Control

Internet Address: www.getimmunizedca.org



Local Health Officers

936

Immunization Coordinators

Receiving Immunization Program Local Assistance Grants

September 15, 2022

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OVERVIEW, GRANT TERMS, AND FUNDING

This letter provides an overview of the allocation of funding application process. The Immunization Branch has been awarded a Federal Grant through the Centers of Disease Control and Prevention (CDC). As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2022-27. In addition, your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds are enclosed.

This year CDPH will be initiating local assistance grants with a five-year term. The annual immunization grant award figure for each fiscal year within the five-year term is the same. The annual award figure for COVID-19 funds will vary each fiscal year and is dependent on total prior year expenditures and available carry-over. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from CDC and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes, collaborate efforts and revise the budget to match available funds.

IMMUNIZATION FEDERAL AWARD

Federal Grant Award No.: [REDACTED]

Award Issue Date: 07/06/2022

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: [REDACTED]

Data Universal Numbering Systems (DUNS) [REDACTED]

Unique Entity Identifier (UEI) No.: [REDACTED]

Total Federal Award to Date: \$45,407,872

Amount Made Available for Local Assistance Subrecipient Awards: \$15,176,352

Year 1 Budget, FY 2022-23: 100% Prevention and Public Health Funds (PPHF)

COVID-19 ROUND 2 FEDERAL AWARD

Federal Grant Award No.: [REDACTED]

Award Issue Date: 12/16/2020

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: [REDACTED]

Data Universal Numbering Systems (DUNS) No.: [REDACTED]

Unique Entity Identifier (UEI) No.: [REDACTED]

Total Federal Award to Date: \$20,074,619

Amount Made Available for Local Assistance Subrecipient Awards: \$10,000,005

Year 3 Budget, FY 2022-23: 100% Coronavirus Aid, Relief, and Economic Security (CARES) Funds

Immunization Branch / Division of Communicable Disease Control

Internet Address: www.getimmunizedca.org

Local Health Officers # 937

Immunization Coordinators

Receiving Immunization Program Local Assistance Grants

September 15, 2022

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COVID-19 ROUND 3 FEDERAL AWARD

Federal Grant Award No.: [REDACTED]

Award Issue Date: 01/15/2021

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: [REDACTED]

Data Universal Numbering Systems (DUNS) No.: [REDACTED]

Unique Entity Identifier (UEI) No.: [REDACTED]

Total Federal Award to Date: \$357,026,635.00

Amount Made Available for Local Assistance Subrecipient Awards: \$182,205,207

Year 3 Budget, FY 2022-23: 100% Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Funds

COVID-19 ROUND 4 FEDERAL AWARD

Federal Grant Award No.: [REDACTED]

Award Issue Date: 03/31/2021

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: [REDACTED]

Data Universal Numbering Systems (DUNS) No.: [REDACTED]

Unique Entity Identifier (UEI) No.: [REDACTED]

Total Federal Award to Date: \$357,026,635.00

Amount Made Available for Local Assistance Subrecipient Awards: \$178,500,003

Year 3 Budget, FY 2022-23: 100% Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Funds

ELIGIBLE FOR LOCAL ASSISTANCE:

The Immunization Branch has determined that the following 61 LHDs and three non-profit organizations are eligible to apply for available funding for their Local Immunization Program, which supports the State's objectives to control vaccine-preventable diseases.

County of Alameda

County of Madera

County of San Luis Obispo

County of Alpine

County of Marin

County of San Mateo

County of Amador

County of Mariposa

County of Santa Barbara

City of Berkeley

County of Mendocino

County of Santa Clara

County of Butte

County of Merced

County of Santa Cruz

County of Calaveras

County of Modoc

County of Shasta

County of Colusa

County of Mono

County of Sierra

County of Contra Costa

County of Monterey

County of Siskiyou

County of Del Norte

County of Napa

County of Solano

County of El Dorado

County of Nevada

County of Sonoma

County of Fresno

County of Orange

County of Stanislaus

Immunization Branch / Division of Communicable Disease Control

♦ Internet Address: www.getimmunizedca.org

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Immunization Coordinators

Receiving Immunization Program Local Assistance Grants

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County of Glenn	City of Pasadena	County of Sutter
County of Humboldt	County of Placer	County of Tehama
County of Imperial	County of Plumas	County of Trinity
County of Inyo	County of Riverside	County of Tulare
County of Kern	County of Sacramento	County of Tuolumne
County of Kings	County of San Benito	County of Ventura
County of Lake	County of San Bernardino	County of Yolo
County of Lassen	County of San Diego	County of Yuba
City of Long Beach	City & County of San Francisco	
County of Los Angeles	County of San Joaquin	
CA Immunization Coalition	CA Primary Care Association	Redwood Comm. Health Coalition

APPLICATION PROCEDURES AND DEADLINES:

Application must be submitted and received via email by the CDPH Immunization Branch by 5:00 p.m., (Pacific Standard Time), September 30, 2022. Email your application to: [REDACTED]@cdph.ca.gov, telephone number [REDACTED]. A completed application must include the following:

Form 1: Application Cover Sheet/Checklist

Form 2: Grantee Information Form

Form 3: Local Project Synopsis

Form 4: Scope of Work for Local Health Departments/Glossary of Acronyms and Terms

Form 5: Exhibit B – Budget

Form 6: Government Agency Taxpayer ID Form

FY 2022-23 Immunization Agreement Invoice Submission Deadlines and Budget Modification Guidelines

Invoices are due on a quarterly basis. The final invoice for the fiscal year is due no more than sixty (60) calendar days from June 30.

Budget modification requests are required when shifting/moving funds from one budget line-item to another. Budget line-item shifts do not require a formal grant agreement amendment and can be agreed upon between CDPH and the Subgrantee. Budget Modification Requests must be submitted and approved prior to submitting the corresponding invoice. (See enclosed Budget Modification Request).

GRANT AWARD APPEALS PROCEDURES

An applicant who has submitted an application and was not funded may file an appeal with CDPH Immunization Branch. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation

Immunization Branch / Division of Communicable Disease Control

Internet Address: www.getimmunizedca.org

Local Health Officers

#: 939

Immunization Coordinators

Receiving Immunization Program Local Assistance Grants

September 15, 2022

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or selection process. There is no dispute process for applications that are submitted late or are incomplete. Appeals shall be limited to the following grounds:

- a.) The CDPH Immunization Branch failed to correctly apply the application review process, the format requirements or evaluating the applications as specified in the RFA.
- b.) The CDPH Immunization Branch failed to follow the methods for evaluating and scoring the applications as specified in the RFA.

Appeals must be sent by email to [REDACTED]@cdph.ca.gov and received within five (5) business days from the date you received notification that your grant application was denied. The CDPH Immunization Branch Chief, or her designee, will then come to a decision based on the written appeal letter. The decision of the CDPH Immunization Branch Chief, or her designee, shall be the final remedy. Appellants will be notified by email with 15 days of the consideration of the written appeal letter. CDPH Immunization Branch reserves the right to award the agreement when it believes all appeals have been resolved, withdrawn, or responded to the satisfaction of the CDPH Immunization Branch.

Thank you.

Enclosures: Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds
Federal Compliance Requirements of the Immunization Grant No. 5
[REDACTED]
Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6
[REDACTED]
Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6
[REDACTED]
Federal Compliance Requirements of the COVID-19 Round 1 Grant No. 6
[REDACTED]

cc: Perinatal Hepatitis B Coordinators
State Immunization Branch Field Representatives
[REDACTED]

Immunization Branch / Division of Communicable Disease Control
[REDACTED]

♦ Internet Address: www.getimmunizedca.org

RFA: [REDACTED]
Date: 09/15/2022

CDPH Immunization Branch
Fiscal Year 2022 - 2027
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	
OFFICIAL ORGANIZATION NAME	(Please indicate the official county/organization name)
AGREEMENT NUMBER	(Leave blank. Will be assigned by CDPH/IZ)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name:	Phone Number:
E-mail:	

Type of Application:

☐ New
 ☒ Renewal
 ☐ Continuation
 ☐ Supplement
 ☐ Revision

☐ Supplement
 ☐ Revision

Budget Period: From: <u>July 1, 2022</u> To: <u>June 30, 2027</u>	Total Amount Requested for 5 Years: \$ _____
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Board of Supervisors/Resolution meeting dates for the upcoming 6 months:

RFA: [REDACTED]
Date: 09/15/2022

Federal Compliance Requirements of the

Immunization Grant No. [REDACTED]
COVID-19 R2 Grant No. [REDACTED]
COVID-19 R3 Grant No. [REDACTED]
COVID-19 R4 Grant No. [REDACTED]

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understands the Federal Compliance Requirements of all grants listed above. See enclosed copy of the Award Attachments under which these grants are issued.

Print Name and Title of Person Signing

Signature of Person Signing

Date

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), September 30, 2022 Please Check

Form 1:	Application Cover Sheet/Checklist	<input type="checkbox"/>
Form 2:	Grantee Information Form	<input type="checkbox"/>
Form 3:	Local Project Synopsis	<input type="checkbox"/>
Form 4:	Scope of Work for Local Health Departments/Glossary of Acronyms and Terms	<input type="checkbox"/>
Form 5:	Exhibit B – Budget	<input type="checkbox"/>
Form 6:	Government Agency Taxpayer ID Form	<input type="checkbox"/>

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to [REDACTED]@cdph.ca.gov by the submission deadline.

RFA: [REDACTED]
Date: 09/15/2022

Form 2

**CDPH Immunization Branch
Grantee Information Form**

Date Form Completed: _____

Organization	This is the information that will appear on your grant agreement cover page.
	<p>Federal Tax ID # _____ Contract/Grant# (will be assigned by IZ/CDPH) _____</p> <p>Data Universal Number System (DUNS) # _____</p> <p>Unique Entity Identifier (UEI) # _____</p> <p>Official Organization Name _____</p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p> <p>County _____</p> <p>Phone _____ Fax _____</p> <p>Website _____</p>
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.
	<p>Name _____</p> <p>Title _____</p> <p>If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/></p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p> <p>Phone _____ Fax _____</p> <p>E-mail _____</p>
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.
	<p>Name _____</p> <p>Title _____</p> <p>If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/></p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p>

RFA: [REDACTED]
Date: 09/15/2022

	Phone _____	Fax _____
	E-mail _____	

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	_____
	Title	_____
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____	Fax _____
	E-mail	_____
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	_____
	Title	_____
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____	Fax _____
	E-mail	_____
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.	
	Name	_____
	Title	_____
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____	Fax _____
	E-mail	_____

RFA: [REDACTED]
Date: 09/15/2022

**CDPH Immunization Branch
Local Assistance Grant Application
Local Project Synopsis**

Form 3

Name of Grantee:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

.

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of local assistance grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Local assistance grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR); 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; 8) Influenza; and 9) COVID-19 Vaccination.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator

RFA#: [REDACTED]
Date: 09/15/2022
Form 4

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Area 1. Vaccine Accountability and Management

Goal 1.1: Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.	
Required Activities	Performance Measures
Goal 1.1 Activity a: Annually, make sure all relevant staff within LHD-operated clinics (routine mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB-supplied vaccines (317, Vaccines for Children [VFC], state general fund).	<ol style="list-style-type: none"> 1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Completed training logs (training date, topics, methods, and list of attendees).
Goal 1.1 Activity b: Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.	<ol style="list-style-type: none"> 1. Training plan developed and implemented. 2. Number of completed trainings. 3. Completed training logs (training date, topics, methods, and list of attendees). 4. Training packet completed and available. 5. Number of signed Vaccine Management Plans received and reviewed.
Goal 1.1 Activity c: Develop and implement a plan to verify that providers administering 317 Outbreak and state general fund immunizations outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on-site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.	<ol style="list-style-type: none"> 1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Percentage of sites receiving Quality Assurance verifications (minimum sample of 10% of sites receiving vaccines). 5. Number of Completed Quality Assurance verifications.
Goal 1.1 Activity d: Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	<ol style="list-style-type: none"> 1. Documentation of storage and handling best practices promotion efforts.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

Goal 1.2: Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.	
Activity	Performance Measures
Goal 1.2 Activity a: Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	1. Completed annual program recertification and corresponding educational lessons for all key practice staff.
Goal 1.2 Activity b: Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	1. Documentation of provided guidance.
Goal 1.2 Activity c: Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	1. Updated LHD protocols, inclusive of eligibility guidelines, for each vaccine funding source.
Goal 1.2 Activity d: Comply with federal policies regarding vaccine distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	1. Documentation of procedures.

Area 2. Access to and Utilization of Quality Immunization Services

Goal 2.1: Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.	
Required Activities	Performance Measures
Goal 2.1 Activity a: Maintain an immunization safety net that includes any LHD resource and referral lists to other programs that connect patients to services.	1. Referral list completed and updated on an annual basis.

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Goal 2.1 Activity b: Be responsive to problems Medi-Cal members report related to access to immunization services. ¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	1. Maintain log of access problems resolved at local level or reported to CDPH.
Goal 2.1 Activity c: For all <i>LHD facilities</i> that are VFC providers, participate in and support provider compliance and quality improvement visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	1. Number of LHD clinics with corrective actions that were all completed within the specified time frame on the VFC Compliance Visit Report.

Area 3. California Immunization Registry (CAIR)²

Goal 3.1 Promote and optimize³ the use of CAIR in the jurisdiction	
Required Activities	Performance Measures
Goal 3.1 Activity a: Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	1. Number of LHD clinics participating in CAIR/ number all LHD clinics. 2. Percentage of LHD clinic doses entered into the registry within 14 days. 3. Number of state flu doses entered by end of flu season/number state flu doses administered. 4. CAIR ID list submitted to CDPH.
Goal 3.1 Activity b: For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	1. Inactive patients marked as inactive in CAIR.
Goal 3.1 Activity c: In LHD primary care clinics, utilize CAIR data to identify and	1. Low infant or adolescent CAIR coverage rate identified and improved.

¹ Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>

² CAIR refers to the statewide system that will connect CAIR2 with the San Diego Immunization Registry and Healthy Futures.

³ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange. See <https://cairweb.org/docs/CAIR2-Communications/IMM-1266.pdf> and <https://cairweb.org/docs/CAIR2-Communications/IMM-1260.pdf>

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

improve low or lagging infant or adolescent vaccination coverage levels.	
Goal 3.1 Activity d: Review monthly CAIR usage reports ⁴ to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).	1. Number of VFC Sites identified for priority recruitment/retention contact.
Goal 3.1 Activity e (required): Invite CAIR staff ⁵ to participate in local provider trainings in order to promote CAIR.	1. Number of trainings with CAIR participation/number of trainings held.

Goal 3.2: Connect local Immunization Information Systems (IIS) to CAIR (for San Joaquin County only)	
Required Activities	Performance Measures
Goal 3.2 Activity a: Implement data sharing with CAIR2, including: <ul style="list-style-type: none"> Attend scheduled planning meetings with CAIR2 staff. Comply with agreed upon timelines. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing. 	1. Full historical data load completed.
Goal 3.2 Activity b: Initiate and maintain ongoing electronic data sharing with CAIR2.	1. Ongoing data sharing continues.

Area 4. Perinatal Hepatitis B Prevention

Goal 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.	
<i>Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill Title V requirements and MCAH Scope of Work Activities.</i>	
Required Activities	Performance Measures
Goal 4.1 Activity a: Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and	1. Percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery.

⁴ Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

⁵ "CAIR staff" includes CAIR2 and local registry staff.

**CDPH Immunization Branch
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<p>their infants according to the guidance outlined below: Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers</p>	<ol style="list-style-type: none"> Percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. Percentage of PEP errors in the reporting period with completed LHJ follow-up.
<p>Goal 4.1 Activity b: Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook <i>Note: Even if you had no cases in the previous period you are still required to complete this activity so that you are prepared if there is a case in the future.</i></p>	<ol style="list-style-type: none"> Number of HBsAg positive pregnant women identified and contacted.
<p>Goal 4.1 Activity c: Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook</p>	<ol style="list-style-type: none"> Percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. Percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. Percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. Percentage of infants closed to case management with complete information within 24 months.

Area 5. Education, Information, Training, and Partnerships

Goal 5.1: Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.	
Required Activities	Performance Measures
<p>Goal 5.1 Activity a: Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction. <i>Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the</i></p>	<ol style="list-style-type: none"> Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders. Target date for completion of summary.

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<p><i>Online VFC store. If the VFC store is available, LHDs may choose to refer VFC providers in their jurisdiction to order select materials from the VFC store instead. CDPH will inform LHDs on centralized communication activities from the Immunization Branch (e.g., print materials to VFC providers; electronic communications and resources to VFC providers, schools, pharmacies, and community-based organizations/other stakeholders; and traditional media/social media activities to reach the general public). LHDs may supplement any gaps in communication with local efforts. Contact the Information & Education Section if you would like to learn more about the Immunization Branch's centralized communication vehicles and activities.</i></p>	
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Goal 5.2: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.	
Required Activities	Performance Measures
<p>Goal 5.2 Activity a: Engage with at least 3 types of partners in conducting educational activities or trainings.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <i>Partnership engagement should be based on commitment to perform agreed-upon activities (e.g., joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).</i> <i>LHJ will engage with at least one "provider" partner, one "school" partner and one "social service or other" partner:</i> <ul style="list-style-type: none"> <i>"Provider partner" may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG chapter), pharmacies, health plans and community clinics.</i> <i>"School partner" may include childcare providers, school or school district, County Department of Education, college, school nurses' association or other school-related organizations.</i> <i>"Social service and other partners" may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.</i> 	<ol style="list-style-type: none"> 1. Number of partner types (provider, school, social service/other partners) engaged with. 2. Summary of activities conducted with each partner type. 3. Summary of activities conducted with new partners.

Area 6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

Goal 6.1: Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.	
Required Activities	Performance Measures
Goal 6.1 Activity a: Ensure that appropriate clinical specimens are tested, and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	<ol style="list-style-type: none"> 1. Percentage of measles PCR positive specimens submitted for molecular characterization. 2. Percentage of Neisseria meningitidis positive specimens/isolates submitted for molecular characterization.
Goal 6.1 Activity b: Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations.	<ol style="list-style-type: none"> 1. Quarterly review of Quicksheets with applicable staff completed. 2. Percentage of infant pertussis cases <4 months of age with documentation of mother's prenatal care provider information (name and city of prenatal care provider). 3. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 4. Percentage of providers reached⁶ who provided prenatal care to a woman whose infant developed pertussis. Reaching the provider is only required if the woman never got Tdap during this pregnancy or did not receive Tdap at 27-36 weeks gestation.⁷
Goal 6.1 Activity c: Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate, in the context of a VPD outbreak and exposure.	<ol style="list-style-type: none"> 1. Completed outbreak response request⁸ with plan for doses and target population (as appropriate).

Goal 6.2: Collect and submit requested data to CDPH on VPD cases and outbreaks.

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to your LHD Maternal Child and Adolescent Health (MCAH) program. See *Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis*

⁷ Please note: If a practice decides to modify or reduce the number of prenatal care visits due to the COVID-19 pandemic, ACOG encourages clinicians to include recommended maternal immunizations (influenza and Tdap) during remaining in-person appointments, even if that means immunizations will be administered outside of the typically recommended weeks of gestation. Please make note of any clinic modifications in the notes field in the maternal immunizations section in CalREDIE.

⁸ The Immunization Branch provides a form for requesting vaccine from CDPH.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

Required Activities	Performance Measures
Goal 6.2 Activity a: Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: ReportingGuidanceForLHJs	<ol style="list-style-type: none"> 1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe. 4. Percentage of VPD cases with appropriate resolution status assigned, as per CSTE case definition. 5. Percentage of VPD cases with complete data.
Goal 6.2 Activity b: Collect and submit CDPH-requested VPD case and outbreak data.	<ol style="list-style-type: none"> 1. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 2. Percentage of meningococcal disease cases aged 14-24 years for whom high school or college attendance status is known.

Area 7. Childcare and School Immunization Entry Requirements

Goal 7.1: Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.	
Required Activities	Performance Measures
Goal 7.1 Activity a: Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	<ol style="list-style-type: none"> 1. Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
Goal 7.1 Activity b: At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	<ol style="list-style-type: none"> 1. Percentage of schools that meet the definition of "targeted schools" ⁹ Target 2022-2023 School Year: Less than 3% of schools have >10% of kindergarteners either conditional or overdue.

Area 8. Influenza

⁹ "Targeted schools are schools with 10 or more kindergarteners that reported greater than 10% of students conditionally admitted and/or overdue for required immunization.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

Goal 8.1: Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.	
Required Activities	Performance Measures
Goal 8.1 Activity a: To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded ¹⁰ vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.	1. Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
Goal 8.1 Activity b: Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	1. Number of doses of influenza vaccine administered. Target # of doses must be at least 90% of previous season's total doses.

Area 9. COVID-19 Vaccination

Goal 9.1: Organize an effective COVID-19 vaccination response at the local level.	
Required Activities	Performance Measures
Goal 9.1 Activity a: Develop and implement a COVID-19 vaccination plan that ensures equitable vaccination access and encourages widespread vaccine acceptance and uptake.	1. Percentage of target number of individuals vaccinated, or target number of doses administered, for each focus population, as described in your Vaccination Equity Workplan. <i>(Note: LHDs will not be penalized for not reaching their targets but will be required to describe challenges faced in reaching targets and describe how they will address these challenges.)</i> 2. Completion of COVID-specific activity progress report. Template provided by IZB-CDPH. 3. Participation in periodic meetings with IZB-CDPH staff.
Goal 9.1 Activity b: Respond to requests from IZB-CDPH for information on local efforts and plans to address vaccine hesitancy, improve vaccine access, reach vulnerable	1. Response to requests for information from IZB-CDPH as needed.

¹⁰ If the LHD would like to use Pan Flu Funding or other emergency preparedness funding for vaccine purchase, please reach out to the Immunization Branch with your request.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

populations, and vaccinate adolescents and children 5-11 years of age, during Phase 3 of the vaccine rollout.	
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Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
AFM	Acute Flaccid Myelitis
ARNOLD	Advanced Results Notification and On-Line Delivery (within CalREDIE)
CAIR	California Immunization Registry
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
COVID-19	Coronavirus Disease 2019
CPSP	Comprehensive Perinatal Services Program
CSTE	Council of State and Territorial Epidemiologists
DNA	Deoxyribonucleic Acid
eCR	Electronic Case Reporting
EHR	Electronic Health Record
ELR	Electronic Laboratory Reporting
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023**

FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
HPV	Human papillomavirus
IgM	Immunoglobulin
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
ISI	Immunization Skills Institute
IZ	Immunization
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MA	Medical Assistant
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
MDL	Microbial Diseases Laboratory
MOU	Memorandum of Understanding
NIAM	National Immunization Awareness Month

CDPH Immunization Branch
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NIVW	National Influenza Vaccine Week
OBGYN	Obstetrics and Gynecology
PBE	Personal Belief Exemption
PCR	Polymerase Chain Reaction
PEP	Post Exposure Prophylaxis
PHPP	Perinatal Hepatitis B Prevention Program
PVS	Post-Vaccination Serology
PVW	Preteen Vaccine Week
SGF	State General Fund
TB	Tuberculosis
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
VRDL	Viral and Rickettsial Disease Laboratory (of CDPH)
WIC	Women, Infants, and Children

County of _____
Grant# _____

**CDPH Immunization Branch
Local Assistance Grant Funds**

Form 5

Exhibit B - Budget

	Budget (*Year 1) 07/01/2022 to 06/30/2023	Budget (**Year 2) 07/01/2023 to 06/30/2024	Budget (**Year 3) 07/01/2024 to 06/30/2025	Budget (**Year 4) 07/01/2025 to 06/30/2026	Budget (**Year 5) 07/01/2026 to 06/30/2027
I. County of _____	\$ -	\$ -	\$ -	\$ -	\$ -
II. (Subgrantee, if any) _____	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -

***CDPH Immunization Program will provide funding source information as it becomes available each fiscal year.*

Total Funding for 5-Year Term: \$ -

Submit

www.cdph.ca.gov

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [REDACTED]@cdph.ca.gov or fax it to: [REDACTED] or mail it to the address above.

Principal
Government
Agency Name

Remit-To
Address (Street
or PO Box)

City:

State:

Zip Code+4:

Government
Type:

☐ City

☐ County

☐ Special District

☐ Federal

☐ Other (Specify)

Federal
Employer
Identification
Number
(FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

FISCAL ID#
(if known)

Dept/Division/Unit
Name

Complete
Address

Contact Person

Title

Phone number

E-mail address

Signature

Date

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

POB developed the following table to assist applicants in preparing budgets that are following federal grants policies and CDC award requirements. The table was developed using a combination of 2 CFR Part 200, 45 CFR Part 75, HHS Grants Policy Statement, and NCIRD/ISD-identified program priorities.

Object Class Category/Expenses	Allowable with 317 operations funds
Personnel	
Salary/wages	x
Fringe	
Compensation/fringe benefits	x
Travel	
State/Local/Regional conference travel expenses	x
Local meetings/conferences (Ad hoc) (excluding meals)	x
In-state travel costs	x
Out of state travel costs (e.g. NIC, Perinatal Hep B Meeting, Program Managers/PHA Meeting, ACIP meetings, VFC trainings, Program Managers Orientation, and other national or CDC-sponsored immunization program meetings) *	x
*Refer to Funding Categories, IPOM Unit I	
VFC-only site visits	x
QI-only site visits	x
Combined (VFC and QI site visits)	x
Perinatal hospital record reviews	x
Equipment*	
Fax machines for vaccine ordering	x
Vaccine storage equipment for federally funded vaccine	x
Copiers/printers	x
*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year <u>and</u> an acquisition cost of <u>\$5,000 or more</u> per unit. If cost is below this threshold amount, item may be included in supplies.	

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Supplies	
Vaccine administration and VPD testing supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	x
Office supplies: general office (pens, paper, paper clips, etc.), ink cartridges, calculators	x
Personal computers, Laptops, Tablets	x
Pink Books, Red Books, Yellow Books	x
Printers	x
Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping)	x
Digital data logger with valid certificate of calibration/validation/testing report	x
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	x
Contractual	
State/local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food/meal cost is not allowable.	x
Regional/Local meetings	x
General contractual services (e.g., local health departments, contractual staff, advisory committee media, provider trainings)	x
CDC-managed contracts for awardee IIS support (GSA, Office of Acquisition Services) (DA funding only)	x
Applicant IIS contractual agreements (support, enhancement, upgrades)	x
Financial Assistance (FA)	
Non-CDC contract vaccines 317 FA vaccine funds must be requested in funding application using 317 FA vaccines	
Indirect	
Indirect costs	x
Miscellaneous	
Accounting services	x
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	x
Audit Services	x
BRFSS Survey	x
Committee meetings (room rental, equipment rental, etc.)	x

**Allowable Uses of
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds**

Communication (electronic/computer transmittal, messenger, postage, local and long-distance telephone)	x
Consumer information activities	x
Consumer/provider board participation (travel reimbursement)	x
Data processing	x
Laboratory services (tests conducted for immunization programs/VPD surveillance)	x
Local service delivery activities	x
Maintenance operation/repairs	x
Malpractice insurance for volunteers	x
Memberships/subscriptions	x
NIS Oversampling	x
Pagers/cell phones	x
Printing of vaccine accountability forms	x
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	x
Public relations	x
Publication/printing costs (all other immunization-related publication and printing expenses)	x
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement/cost allocation plan)	x
Shipping materials (other than vaccine)	x
Shipping (vaccine) Restricted to programs that receive VFC distribution funding	x
Software license/Renewals (ORACLE, etc.)	x
Stipend Reimbursements	x
Toll-free phone lines for vaccine ordering	x
Training costs – Statewide, staff, providers	x
Translations (translating materials)	x
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	x
VFC enrollment materials	x
VFC provider feedback surveys	x
VIS camera-ready copies	x

**Non-Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Expense	NOT allowable with federal immunization funds
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	x
Alcoholic beverages	x
Building purchases, construction, capital improvements	x
Clinical care (non-immunization services)	x
Entertainment Cost	x
Fundraising Cost	x
Goods and services for personal use	x
Honoraria	x
Independent Research	x
Land purchases	x
Legislative/lobbying activities	x
Interest on loans for the acquisition and/or modernization of an existing building	x
Payment of bad debt, collection of improper payments	x
Promotional and/or Incentive Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)	x
Purchase of food (unless part of required travel per diem costs)	x
Vehicle Purchase	x

Other restrictions which must be taken into account while writing the budget:

- Funds are allowable only for activities and personnel costs directly related to the Immunization and Vaccines for Children Cooperative Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement and will not be funded.
- Pre-award costs are not allowable, unless specifically identified by the CDC Office of Financial Resources (OFR).



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# [REDACTED]

FAIN# [REDACTED]

Federal Award Date: 07/06/2022

Recipient Information**1. Recipient Name**California Department of Public Health
[REDACTED]**2. Congressional District of Recipient**

06

3. Payment System Identifier (ID)**4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier (UEI)****7. Project Director or Principal Investigator****8. Authorized Official****Federal Agency Information**

CDC Office [REDACTED]

9. Awarding Agency Contact Information**10. Program Official Contact Information****30. Remarks****Federal Award Information****11. Award Number****12. Unique Federal Award Identification Number (FAIN)****13. Statutory Authority**

Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, 247b(k)(2) and 247c), as amended.

14. Federal Award Project Title

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

15. Assistance Listing Number

93.268

16. Assistance Listing Program Title

Immunization Cooperative Agreements

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 07/01/2022 - **End Date** 06/30/2023**20. Total Amount of Federal Funds Obligated by this Action** \$40,063,009.00

20a. Direct Cost Amount \$45,163,634.00

20b. Indirect Cost Amount \$743,660.00

21. Authorized Carryover \$0.00**22. Offset** \$5,844,285.00**23. Total Amount of Federal Funds Obligated this budget period** \$0.00**24. Total Approved Cost Sharing or Matching, where applicable** \$0.00**25. Total Federal and Non-Federal Approved this Budget Period** \$40,063,009.00**26. Period of Performance Start Date** 07/01/2019 - **End Date** 06/30/2024**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance** \$965,385,203.00**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

29. Grants Management Officer - Signature



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

966

Notice of Award

Award#

FAIN#

Federal Award Date: 07/06/2022

Recipient Information

Recipient Name

California Department of Public Health

Congressional District of Recipient

06

Payment Account Number and Type

Employer Identification Number (EIN) Data

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)

31. Assistance Type

Cooperative Agreement

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$2,429,244.00
b. Fringe Benefits	\$1,289,056.00
c. Total Personnel Costs	\$3,718,300.00
d. Equipment	\$0.00
e. Supplies	\$765,395.00
f. Travel	\$86,130.00
g. Construction	\$0.00
h. Other	\$5,988,801.00
i. Contractual	\$34,605,008.00
j. TOTAL DIRECT COSTS	\$45,163,634.00
k. INDIRECT COSTS	\$743,660.00
l. TOTAL APPROVED BUDGET	\$45,907,294.00
m. Federal Share	\$45,907,294.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$0.00	
		IP	41.51		\$5,547,558.00	
		IP	41.51		\$404,798.00	
		IP	41.51		\$6,019,800.00	
		IP	41.51		\$20,640,649.00	
		IP	41.51		\$2,630,690.00	
		IP	41.51		\$1,946,836.00	
		IP	41.51		\$2,872,678.00	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 07/06/2022

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$353,776.00	\$353,776.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$353,776.00	\$353,776.00

AWARD ATTACHMENTS

California Department of Public Health

1. Terms and Conditions_2612

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19-1901, entitled Immunization and Vaccines for Children, and application dated April 1, 2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of \$45,907,294 is approved for the Year 04 budget period, which is July 1, 2022 through June 30, 2023. This amount includes carryover and or offset, please see Use of Unobligated Funds below. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Component/Project Funding: The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
CORE	\$ 45,407,872
AA1	\$ 499,422

HHS Non-Discrimination Legal Requirements for Recipients of Federal Financial

Assistance: This is to notify you that the Centers for Disease Control and Prevention (CDC) incorporated Department of Health and Human Services (HHS) non-discrimination legal requirements for recipients of federal financial assistance into the CDC General Terms and Conditions within your Notice of Award. The new requirements are effective immediately. The requirements are in the General Requirements section of the General Terms and Conditions, and are also listed below.

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or

activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov/>.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

- Provide guidance, trainings, tools, and technical assistance to award recipient on program area components.
- Host conference calls for sharing information from CDC and between award recipient.
- Work with award recipients on planning and implementation of required and proposed activities.
- Monitor award recipient vaccine spend plan and replenishment providing regular feedback and working with award recipient to address barriers.
- Analyze and report results of surveys regarding national, state and selected local level vaccination coverage.
- Analyze and report result of surveys of award recipient plans and activities related to preparedness.
- Collaboration with external partners to promote IIS in national health IT settings.
- Develop and support improvements in IIS data quality and program measures to assess IIS performance.
- Use IIS submitted data to develop methods to estimate national vaccination coverage and calculate vaccination coverage estimates for routinely recommended childhood vaccines.
- Use IIS submitted data to monitor seasonal or pandemic influenza vaccination among ages that are available in the IIS data.
- Assist, as needed, in the development of data collection and reporting methods for school- enterer vaccination coverage surveys.

- Provide VFC policy guidance via the VFC Operations Guide, periodic trainings and conference calls, including use of the CDC developed quality assurance site visit tools, to assist award recipient implement their VFC program in accordance with federal requirements.
- Provide subject matter guidance in all program component areas.

Direct Assistance (DA): DA is awarded in the amount of \$353,776 for this budget period.

Use Of Unobligated Funds: This NoA includes use of Year 02 unobligated funds in the amount of \$5,844,285, which has been applied as an offset to the currently approved funding level for this budget period. The use of unobligated funds is approved based on the Year 02 Federal Financial Report (FFR) dated November 29, 2021. The amount of this NoA will be subject to reduction if the final amount of unobligated funds is less than the amount of unobligated funds reported on the referenced FFR.

Budget Revision Requirement: By September 1, 2022, the recipient must submit a revised budget with a narrative justification.

A revised budget is needed in the amount of \$1,014,104, which is the amount of additional funds awarded under this Notice of Award. These additional funds were placed in the "Other" cost category under the CORE award.

Administrative Requirement: The recipient must respond to the OGS Budget Comments in accordance with the recommendations provided in GrantSolutions as a Grant Note by September 1, 2022. If the date falls on a weekend or holiday, the submission will be due the following business day.

- Component AA1, Justification of general expenses (refer to Budget Preparation Guidelines)
- Component AA1, Identify the 6 elements for contractors: Name of contractor; Method of Selection; Performance Period; Scope of Work; Method of Accountability and Itemized Budget and Justification(refer to Budget Preparation Guidelines)

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law. **This restriction does not prohibit the use of IP19-1901 funding for vaccination activities, including the direct administration of vaccines.**
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - c. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability
<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated August 4, 2021, which calculates indirect costs as follows, a Final is approved at a rate of 20.00% of the base, which includes, total indirect cost divided by total direct salaries and benefits. The effective dates of this indirect cost rate are from July 1, 2021 to June 30, 2022.

REPORTING REQUIREMENTS

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number [REDACTED] "Performance Progress and Monitoring Report",


Expiration Date 10/31/2022. The components of the PPMR are available for download at: <https://www.cdc.gov/grants/already-have-grant/Reporting.html> .


Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services



U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator



Fax:  (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and

cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 12/16/2020

Recipient Information**1. Recipient Name**

California Department of Public Health

2. Congressional District of Recipient

06

3. Payment System Identifier (ID)**4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier****7. Project Director or Principal Investigator****8. Authorized Official****Federal Agency Information**

CDC Office

9. Awarding Agency Contact Information**10. Program Official Contact Information****30. Remarks****Federal Award Information****11. Award Number****12. Unique Federal Award Identification Number (FAIN)****13. Statutory Authority**

Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, 247b(k)(2) and 247c), as amended

14. Federal Award Project Title

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

15. Assistance Listing Number

93.268

16. Assistance Listing Program Title

Immunization Cooperative Agreements

17. Award Action Type

Supplement

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 07/01/2020 - **End Date** 06/30/2021**20. Total Amount of Federal Funds Obligated by this Action** \$20,074,619.00

20a. Direct Cost Amount \$20,074,619.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$596,980.00**22. Offset** \$0.00**23. Total Amount of Federal Funds Obligated this budget period** \$66,643,627.00**24. Total Approved Cost Sharing or Matching, where applicable** \$0.00**25. Total Federal and Non-Federal Approved this Budget Period** \$86,718,246.00**26. Project Period Start Date** 07/01/2019 - **End Date** 06/30/2024**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period** \$143,666,925.00**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

29. Grants Management Officer - Signature



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 12/16/2020

Recipient Information**Recipient Name**

California Department of Public Health

Congressional District of Recipient

06

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier**

Not Available

31. Assistance Type

Cooperative Agreement

32. Type of Award

Demonstration

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$1,937,182.00
b. Fringe Benefits	\$1,017,876.00
c. Total Personnel Costs	\$2,955,058.00
d. Equipment	\$0.00
e. Supplies	\$1,169,849.00
f. Travel	\$84,245.00
g. Construction	\$0.00
h. Other	\$5,184,426.00
i. Contractual	\$77,336,521.00
j. TOTAL DIRECT COSTS	\$86,730,099.00
k. INDIRECT COSTS	\$585,127.00
l. TOTAL APPROVED BUDGET	\$87,315,226.00
m. Federal Share	\$87,315,226.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		IP	41.51	\$20,074,619.00	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 12/16/2020

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 12/16/2020

35. Terms And Conditions

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/01/2020	06/30/2021	Annual	09/28/2021

AWARD ATTACHMENTS

California Department of Public Health



1. T & C COVID SUPPLEMENT 3

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19-1901, entitled, *Immunization and Vaccines for Children*, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Supplemental Component Funding: Additional funding in the amount \$20,074,619 is approved for the Year 02 budget period, which is July 1, 2020 through June 30, 2021.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
COVID-19	\$20,074,619

Recipients have until June 30, 2022 to expend all COVID-19 funds awarded in Year 2

Overtime: Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the

purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Unallowable Costs:

- Research
- Clinical care
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC-RFA-IP19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

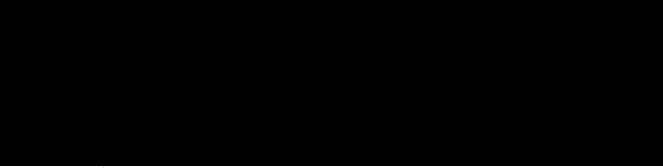
ADMINISTRATIVE REQUIREMENTS

The recipient must respond to the comments in the technical review and/or OGS Budget Comments in accordance with the recommendations provided in GrantSolutions as a Grant Note within 45 days of receipt of the Notice of Award. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

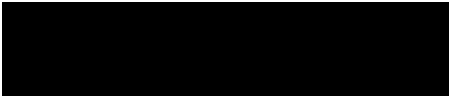
CDC, Office of Grants Services



Email: [REDACTED]@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures,
Intake Coordinator



Fax: [REDACTED] Include "Mandatory Grant Disclosures" in subject line)
or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1- 800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# [REDACTED]

FAIN# [REDACTED]

Federal Award Date: 01/15/2021

Recipient Information**1. Recipient Name**California Department of Public Health
[REDACTED]**2. Congressional District of Recipient**

06

3. Payment System Identifier (ID)**4. Employer Identification Number (EIN)****5. Data Universal Numbering System (DUNS)****6. Recipient's Unique Entity Identifier****7. Project Director or Principal Investigator****8. Authorized Official****Federal Agency Information**

CDC Office [REDACTED]

9. Awarding Agency Contact Information**10. Program Official Contact Information****Federal Award Information****11. Award Number****12. Unique Federal Award Identification Number (FAIN)****13. Statutory Authority**

Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, 247b(k)(2) and 247c), as amended

14. Federal Award Project Title

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

15. Assistance Listing Number

93.268

16. Assistance Listing Program Title

Immunization Cooperative Agreements

17. Award Action Type

Supplement

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 07/01/2020 - **End Date** 06/30/2021**20. Total Amount of Federal Funds Obligated by this Action** \$357,026,635.00

20a. Direct Cost Amount \$357,026,635.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$596,980.00**22. Offset** \$0.00**23. Total Amount of Federal Funds Obligated this budget period** \$86,718,246.00**24. Total Approved Cost Sharing or Matching, where applicable** \$0.00**25. Total Federal and Non-Federal Approved this Budget Period** \$443,744,881.00**26. Project Period Start Date** 07/01/2019 - **End Date** 06/30/2024**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period** \$500,693,560.00**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

29. Grants Management Officer - Signature**30. Remarks**



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award#

FAIN#

Federal Award Date: 01/15/2021

Recipient Information**Recipient Name**

California Department of Public Health

Congressional District of Recipient

06

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier**

Not Available

31. Assistance Type

Cooperative Agreement

32. Type of Award

Demonstration

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$1,937,182.00
b. Fringe Benefits	\$1,017,876.00
c. Total Personnel Costs	\$2,955,058.00
d. Equipment	\$0.00
e. Supplies	\$1,169,849.00
f. Travel	\$84,245.00
g. Construction	\$0.00
h. Other	\$362,211,061.00
i. Contractual	\$77,336,521.00
j. TOTAL DIRECT COSTS	\$443,756,734.00
k. INDIRECT COSTS	\$585,127.00
l. TOTAL APPROVED BUDGET	\$444,341,861.00
m. Federal Share	\$444,341,861.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		IP	41.51	\$357,026,635.00	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 01/15/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

California Department of Public Health

1. Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19-1901, entitled, *Immunization and Vaccines for Children*, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Supplemental Component Funding: Additional funding in the amount \$357,026,635 is approved for the Year 02 budget period, which is July 1, 2020 through June 30, 2021.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
COVID-19	\$357,026,635

Recipients have until June 30, 2024 to expend all COVID-19 funds herein and previously funded.

Overtime: Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-266), agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting [guidance](https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf) is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the

purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

Unallowable Costs:

- Research
- Clinical care
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC- [REDACTED] remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

COVID-19 Funding Budget Revision Requirement: The recipient must submit a revised budget with a narrative justification within 45 days of receipt of the Notice of Award. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

ADMINISTRATIVE REQUIREMENTS

The recipient must respond to the comments in the technical review and/or OGS Budget Comments in accordance with the recommendations provided in GrantSolutions as a Grant Note within 45 days of receipt of the Notice of Award. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to

the HHS OIG at the following addresses:

CDC, Office of Grants Services



Email: [REDACTED]@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures,
Intake Coordinator



Fax: [REDACTED] (Include "Mandatory Grant Disclosures" in subject line)
or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1- 800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# [REDACTED]

FAIN# [REDACTED]

Federal Award Date: 03/31/2021

Recipient Information**1. Recipient Name**California Department of Public Health
[REDACTED]**2. Congressional District of Recipient**

06

3. Payment System Identifier (ID)
[REDACTED]**4. Employer Identification Number (EIN)**
[REDACTED]**5. Data Universal Numbering System (DUNS)**
[REDACTED]**6. Recipient's Unique Entity Identifier****7. Project Director or Principal Investigator**
[REDACTED]**8. Authorized Official**
[REDACTED]**Federal Agency Information**

CDC Office [REDACTED]

9. Awarding Agency Contact Information
[REDACTED]**10. Program Official Contact Information**
[REDACTED]**30. Remarks**

This funding is related to the activities under COVID-19 Vaccination Supplement 4 (April 2021)

Federal Award Information**11. Award Number**
[REDACTED]**12. Unique Federal Award Identification Number (FAIN)**
[REDACTED]**13. Statutory Authority**

Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C. Sections 247b, 247b(k)(2) and 247c), as amended.

14. Federal Award Project Title

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

15. Assistance Listing Number

93.268

16. Assistance Listing Program Title

Immunization Cooperative Agreements

17. Award Action Type

Supplement

18. Is the Award R&D?

No

Summary Federal Award Financial Information**19. Budget Period Start Date** 07/01/2020 - **End Date** 06/30/2021**20. Total Amount of Federal Funds Obligated by this Action** \$357,026,635.00

20a. Direct Cost Amount \$357,026,635.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$596,980.00**22. Offset** \$0.00**23. Total Amount of Federal Funds Obligated this budget period** \$443,744,881.00**24. Total Approved Cost Sharing or Matching, where applicable** \$0.00**25. Total Federal and Non-Federal Approved this Budget Period** \$800,771,516.00**26. Project Period Start Date** 07/01/2019 - **End Date** 06/30/2024**27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period** \$857,720,195.00**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

29. Grants Management Officer - Signature
[REDACTED]



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 03/31/2021

Recipient Information**Recipient Name**

California Department of Public Health

Congressional District of Recipient

06

Payment Account Number and Type**Employer Identification Number (EIN) Data****Universal Numbering System (DUNS)****Recipient's Unique Entity Identifier**

Not Available

31. Assistance Type

Cooperative Agreement

32. Type of Award

Demonstration

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$1,937,182.00
b. Fringe Benefits	\$1,017,876.00
c. Total Personnel Costs	\$2,955,058.00
d. Equipment	\$0.00
e. Supplies	\$1,169,849.00
f. Travel	\$84,245.00
g. Construction	\$0.00
h. Other	\$719,237,696.00
i. Contractual	\$77,336,521.00
j. TOTAL DIRECT COSTS	\$800,783,369.00
k. INDIRECT COSTS	\$585,127.00
l. TOTAL APPROVED BUDGET	\$801,368,496.00
m. Federal Share	\$801,368,496.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
		IP	41.51	\$153,521,453.00	
		IP	41.51	\$203,505,182.00	

**DEPARTMENT OF HEALTH AND HUMAN SERVICES** Notice of Award

Centers for Disease Control and Prevention

Award#

FAIN#

Federal Award Date: 03/31/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

California Department of Public Health



1. Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS OF AWARD

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number IP19- 1901, entitled, *Immunization and Vaccines for Children*, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Supplemental Component Funding: Additional funding in the amount \$357,026,635 is approved for the Year 02 budget period, which is July 1, 2020 through June 30, 2021.

Recipients have until June 30, 2024 to expend all COVID-19 funds herein and previously funded.

Overtime: Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC will allow recipients to include projected overtime in their budgets. Recipients should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act, 2021, Division M - Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260), the American Rescue Plan Act of 2021 (P.L. 117-2) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS- CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

Unallowable Costs:

- Research
- Clinical care
- Publicity and propaganda (lobbying):
 - o Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - o See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC-RFA-IP19-1901 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

COVID-19 Funding Budget Revision Requirement: The recipient must submit a revised budget with a narrative justification within 60 days of receipt of the Notice of Award. If the date falls on a weekend or holiday, the submission will be due the following business day. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Awarding Agency Contact Information section on the first page before the due date.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

AND

U.S. Department of Health and Human Services Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator [REDACTED]

Fax: [REDACTED] (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1- 800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of **Page 2** of the Notice of Award must be known to draw down funds.

Stewardship: The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit E
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Additional Provisions

4. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://www.ca.gov/legalservices/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

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- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
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Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://www.ca.gov/legalservices/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Santa Clara County Public Health Department
Grant Agreement #: [REDACTED]

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee

Contract / Grant Number

Date

Printed Name of Person Signing for Grantee

Signature of Person Signing for Grantee

Title

PRESIDENT BOARD OF SUPERVISORS

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

After execution by or on behalf of Grantee, please return to:

MAY 02 2023

California Department of Public Health
Immunization Branch



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CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying
 activities pursuant to 31 U.S.C. 13520348-0046
 (See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/> .	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/>		
6. Federal Department/Agency <input type="text"/>			7. Federal Program Name/Description: <input type="text"/>		
8. Federal Action Number, if known: <input type="text"/>			9. Award Amount, if known: <input type="text"/>		
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> <input type="text"/>			b. Individuals Performing Services (including address if different from 10a.) <i>(Last name, First name, MI):</i> <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.			Signature: <input type="text"/>		
			Print Name: <input type="text"/>		
			Title: <input type="text"/>		
			Telephone No.: <input type="text"/> Date: <input type="text"/>		
Federal Use Only					Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.